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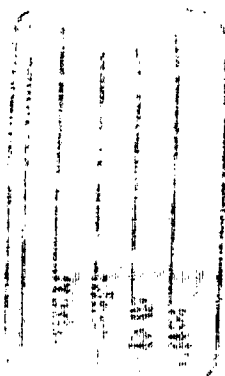
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SUPERFUND RECORDS

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JOINT AGREEMENT
AND
PLAN OF MERGER

Sun Oil Company

and

Sunray DX Oil Company

February 28, 1968

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JOINT AGREEMENT AND PLAN OF MERGER

THIS JOINT AGREEMENT AND PLAN OF MERGER dated February 20, 1968, is made by and between SUN OIL COMPANY ("Sun") and a majority of its directors and SUNRAY OIL COMPANY ("Sunray") and a majority of its directors (Sun and Sunray being sometimes referred to as the "Constituent Corporations").

A. Sun is a corporation organized and existing under and pursuant to the General Corporation Law of the State of New Jersey, known and herein referred to as "Title 14 of the Revised Statutes of New Jersey." Sunray is a corporation organized and existing under and pursuant to the General Corporation Law of the State of Delaware, and Sun and Sunray are organized for the purpose of carrying on business of the same or of a similar nature.

B. The authorized Capital Stock of Sun consists of 25,000,000 shares of Common Stock, without par value, of which 25,064,741 shares are issued and outstanding, including approximately 525,000 shares which are held in treasury.

C. The authorized Capital Stock of Sunray consists of 25,000,000 shares of Common Stock, \$1 par value, of which 18,469,518 shares are issued and outstanding, including approximately 4,000 shares which are held in treasury, and 2,000,000 shares of Preferred Stock of which no shares are issued or outstanding.

D. The principal and registered office in New Jersey of Sun is located at 15 Exchange Place, Jersey City, Hudson County, and The Corporation Trust Company is the agent therein and in charge thereof upon whom process against Sun may be served. The principal and registered office in Delaware of Sunray is located at 100 West Tenth Street, City of Wilmington, County of New Castle, and The Corporation Trust Company is the agent therein and in charge thereof upon whom process against Sunray may be served.

E. The Board of Directors of Sun and the Board of Directors of Sunray deem it to the benefit and advantage of each of said corporations and the stockholders of each thereof that the corporations merge under and pursuant to the provisions of Title 14 of the Revised Statutes of New Jersey and the General Corporation Law of the State of Delaware. The Board of Directors of each such corporation has, by resolutions duly adopted, approved this Joint Agreement and Plan of Merger (sometimes herein called the "Agreement") and a majority of the directors of each has duly executed the same. Each of said Boards has directed that the Agreement be submitted to a vote of the respective stockholders of Sun and Sunray entitled to vote thereon, being all of the stockholders of each, at the next annual meeting of the stockholders of each corporation, pursuant to notice thereof.

In consideration of the foregoing and of the mutual agreements hereinafter set forth, the parties hereto agree that in accordance with the provisions of Title 14 of the Revised Statutes of New Jersey and of the General Corporation Law of the State of Delaware, Sunray shall be merged with and into Sun, and that the terms and conditions of the merger and the mode of carrying it into effect are, and shall be, as herein set forth.

ARTICLE I

1.1 Except as herein specifically set forth, the corporate existence of Sun, with all its purposes, powers and objects, shall continue unaffected and unimpaired by the merger, and the corporate identity and existence, with all the purposes, powers and objects of Sunray, shall be merged into Sun, and Sun, as the corporation surviving the merger, shall be fully vested therewith. The separate existence and corporate organization of Sunray shall cease upon the merger becoming effective as herein provided and thereupon Sun and Sunray shall be a single corporation (sometimes herein called the "Surviving Corporation").

1.2 This Agreement shall continue in effect and the merger shall become effective only if the Agreement is adopted by the stockholders of the Constituent Corporations as provided in Article VIII hereof. Upon such adoption that fact shall be certified upon the Agreement by the Secretary or an Assistant Secretary of each of the Constituent Corporations, under the seals thereof. Thereupon the Agreement shall

be filed in the Office of the Secretary of the State of New Jersey and in the Office of the Secretary of the State of Delaware and a copy of the Agreement, certified by the Secretary of the State of Delaware, shall be recorded in the Office of the Recorder of New Castle County in the State of Delaware, all in accordance with Title 14 of the Revised Statutes of New Jersey and the General Corporation Law of the State of Delaware.

1.2 The merger of Sunray into Sun shall be effective at the close of business on the date of the completion of the filing of the Agreement in the Office of the Secretary of the State of New Jersey and of the Secretary of the State of Delaware, and such date is herein sometimes referred to as the "effective date of the merger."

ARTICLE II

2.1 The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of Sun, except that Articles Fourth, Fifth, Sixth and Seventh thereof are amended as more fully described below.

Article Fourth of the Certificate of Incorporation is hereby amended as of the effective date of the merger to read in its entirety as follows:

"FOURTH: The total number of shares of capital stock which this Corporation shall have authority to issue is One Hundred Nineteen Million (119,000,000) to be divided into two classes consisting of Nineteen Million (19,000,000) shares designated as "\$2.25 Cumulative Convertible Preferred Stock," (hereinafter called "Preferred Stock"), no par value, and One Hundred Million (100,000,000) shares designated as "Common Stock," \$1 par value.

"The following is a description of each class of capital stock and a statement of the preferences, qualifications, privileges, limitations, restrictions, and other special or relative rights granted to or imposed upon the shares of each class:

PREFERRED STOCK

"1. *Dividends.* The holders of shares of Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, dividends at the rate of Two and 25/100 Dollars (\$2.25) per share per year, and no more, payable quarterly on the twentieth day of each March, June, September and December, provided that the first dividend need not be paid earlier than the first of said dates which is at least forty-five (45) days after the effective date of the merger of Sunray DX Oil Company into the Corporation pursuant to a Joint Agreement and Plan of Merger dated February 20, 1968. Such dividends shall be cumulative from the effective date of the merger in the case of shares of Preferred Stock which become outstanding on the effective date of the merger by conversion of shares of Common Stock of Sunray DX Oil Company pursuant to said Joint Agreement and Plan of Merger and also in the case of shares of Preferred Stock issued after the effective date of the merger and on or before the record date for the determination of holders of Preferred Stock entitled to receive the first dividend paid after the effective date of the merger. In the case of other shares of Preferred Stock, such dividends shall be cumulative from the quarterly dividend payment date next preceding the date of issue of each share; provided, that (a) if the date of issue is a quarterly dividend payment date or a date between the record date for the determination of holders of Preferred Stock entitled to receive a quarterly dividend and the date of payment of such quarterly dividend, such dividends shall be cumulative from such quarterly dividend payment date, and (b) if any shares of Preferred Stock are issued at a time when cumulative dividends are in arrears on previously issued shares of Preferred Stock, dividends on such newly issued shares shall be cumulative and shall accrue in amount equal to the dividends accrued and unpaid on such previously issued shares of Preferred Stock. If the effective date of the merger shall fall within a quarterly dividend payment period (hereinafter "Sunray dividend period") for which a dividend on the Sunray DX Oil Company Common Stock is declared and paid, the first dividend payable on the Preferred Stock shall be deemed paid in an amount equal to the pro rata share of the dividend paid on the Sunray DX Oil Company Common Stock allocable to the period from the effective date of the merger to the end of said Sunray dividend period. If the effective date of the merger shall fall within a Sunray dividend period for which a dividend on the Sunray DX Oil Company

Common Stock is not paid, the first dividend payable on the Preferred Stock shall be increased by an amount equal to the pro rata share of the regular quarterly dividend of thirty-seven and one-half cents (\$0.375) on the Sunray DX Oil Company Common Stock allocable to the period from the beginning of such Sunray dividend period to the effective date of the merger. In case dividends for any quarterly dividend period with respect to the Preferred Stock are not paid in full, all shares of Preferred Stock and all shares of any other class of stock of the Corporation ranking as to dividends on a parity with the Preferred Stock shall participate ratably in the payment of dividends for such period in proportion to the full amounts of dividends for such period to which they are respectively entitled. No dividends or other distributions, whether in cash or property other than Common Stock, shall be paid or set apart for payment or declared on the Common Stock or on any other class of stock of the Corporation ranking as to dividends subordinate to the Preferred Stock, and no payment shall be made with respect to any purchase or acquisition of, or to any sinking fund with respect to, any shares of any class of stock of the Corporation ranking as to dividends or assets on a parity with, or subordinate to, the Preferred Stock, until dividends payable for all past quarterly dividend periods on all outstanding shares of Preferred Stock have been paid, or declared and set apart for payment, in full.

"2. *Liquidation of the Corporation.* In the event of voluntary liquidation of the Corporation, the holders of shares of Preferred Stock shall be entitled to receive from the assets of the Corporation (whether capital or surplus), prior to the payment to the holders of Common Stock or any class of stock of the Corporation ranking as to assets subordinate to the Preferred Stock, the sum of Fifty-Five Dollars (\$55.00) for each share thereof, plus an amount equal to the accrued and unpaid dividends thereon computed to the date on which payment thereof is made available, whether or not earned or declared. In the event of involuntary liquidation of the Corporation, the holders of shares of Preferred Stock shall be entitled to receive from the assets of the Corporation (whether capital or surplus), prior to any payment to the holders of Common Stock or of any other class of stock of the Corporation ranking as to assets subordinate to the Preferred Stock, the sum of Fifty-Two Dollars (\$52.00) for each share thereof, plus an amount equal to the accrued and unpaid dividends thereon computed to the date on which payment thereof is made available, whether or not earned or declared. After such payments to the holders of shares of Preferred Stock, any balance then remaining shall be paid to the holders of the Common Stock or of any other class of stock of the Corporation ranking as to assets subordinate to the Preferred Stock, as they may be entitled. If, upon liquidation of the Corporation, its assets are not sufficient to pay in full the amount so payable to the holders of shares of Preferred Stock, all shares of Preferred Stock and all shares of any other class of stock of the Corporation ranking on a parity with the Preferred Stock shall participate ratably in the distribution of assets in proportion to the full amount to which they are entitled.

"3. *Redemption and Acquisition.* There shall be no right or power in the Corporation prior to June 1, 1975, to redeem the whole or any part of the Preferred Stock. On or after June 1, 1975, the Corporation, at its option to be exercised by its Board of Directors, may redeem the whole or any part of the Preferred Stock at any time, or from time to time, at a price for each share thereof equal to the redemption prices set out herein plus an amount equal to the accrued and unpaid dividends thereon computed to the date fixed for redemption, whether or not earned or declared; provided, that the foregoing option to redeem a part of the Preferred Stock, otherwise than by redemption of all shares of Preferred Stock, may be exercised only if dividends payable for all past quarterly dividend periods on all outstanding shares of Preferred Stock have been paid, or declared and set apart for payment, in full. If at any time less than all of the Preferred Stock then outstanding is to be called for redemption, the shares to be redeemed may be selected by lot or by such other equitable method as the Board in its discretion may determine. Notice of every redemption, stating the redemption date, the redemption price, and the place of payment thereof, shall be given by mailing a copy of such notice at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the holders of record of the shares of Preferred Stock to be redeemed at their addresses as the same shall appear on the books of the Corporation. The Corporation, upon mailing notice of redemption as aforesaid or upon irrevocably authorizing the bank or trust company hereinafter mentioned to mail such notice, may deposit or cause to be deposited in trust with a bank or trust company in the City of Philadelphia, Commonwealth of Pennsylvania, or in the Borough of Manhattan, City and State of

New York, an amount equal to the redemption price of the shares to be redeemed plus accrued and unpaid dividends thereon, which amount shall be payable to the holders of the shares to be redeemed upon surrender of certificates therefor on or after the date fixed for redemption or prior thereto if so directed by the Board. Upon such deposit, or if no such deposit is made, then from and after the date fixed for redemption unless the Board shall default in making payment of the redemption price plus accrued and unpaid dividends upon surrender of certificates as aforesaid, the shares called for redemption shall cease to be outstanding and the holders thereof shall cease to be stockholders with respect to such shares and shall have no interest in or claim against the Corporation with respect to such shares other than the right to receive the redemption price plus accrued and unpaid dividends from such bank or trust company or from the Corporation, as the case may be, without interest thereon, upon surrender of certificates as aforesaid; provided, that conversion rights of shares called for redemption shall terminate at the close of business on the business day prior to the date fixed for redemption. Any funds so deposited which shall not be required for such redemption because of the exercise of conversion rights subsequent to the date of such deposit shall be returned to the Corporation. In case any holder of shares of Preferred Stock which have been called for redemption shall not, within six (6) years after the date of such deposit, have claimed the amount deposited with respect to the redemption thereof, such bank or trust company, upon demand, shall pay over to the Corporation such unclaimed amount and shall thereupon be relieved of all responsibility in respect thereof to such holder, and thereafter such holder shall look only to the Corporation for payment thereof. Any interest which may accrue on funds so deposited shall be paid to the Corporation from time to time. Upon redemption by the Corporation on or after June 1, 1975, the redemption price per share of Preferred Stock shall be as follows:

On or after June 1, 1975, but before June 1, 1976	\$80.00
On or after June 1, 1976, but before June 1, 1977	\$69.00
On or after June 1, 1977, but before June 1, 1978	\$68.00
On or after June 1, 1978	\$67.00

The Corporation shall have the right from time to time from the date of issue to acquire Preferred Stock at a price not in excess of Sixty Dollars (\$60) per share or the redemption price thereof in effect on the date of acquisition if less than Sixty Dollars; provided, that unless dividends payable for all past quarterly dividend periods on all outstanding shares of Preferred Stock have been paid, or declared and set apart for payment, in full, the Corporation shall not acquire for value any shares of Preferred Stock except in accordance with an offer (which may not vary as to terms offered with respect to different shares of Preferred Stock) made in writing and otherwise as determined by the Board of Directors, to all holders of record of shares of Preferred Stock.

Preferred Stock redeemed or acquired as provided herein shall not be reissued and the Board of Directors shall take appropriate action from time to time to effect reduction in the number of shares of Preferred Stock which the Corporation is authorized to issue.

"4. *Conversion Rights.* (a) Shares of Preferred Stock may at any time after the date of issue, at the option of the holder, be converted into Common Stock of the Corporation (as such shares may be constituted on the conversion date) at the rate of sixty-five hundredths (0.65) of a share of Common Stock for each share of Preferred Stock, subject to adjustment as provided herein; provided, that, as to any shares of Preferred Stock which shall have been called for redemption, the conversion right shall terminate at the close of business on the business day prior to the date fixed for redemption unless default shall be made in the payment of the redemption price plus accrued and unpaid dividends.

(b) The holder of a share or shares of Preferred Stock may exercise the conversion rights as to any thereof by delivering to the Corporation during regular business hours, at the office of any transfer agent of the Corporation for the Preferred Stock or at such other place as may be designated by the Corporation, the certificate or certificates for the shares to be converted, duly endorsed or assigned in blank or to the Corporation (if required by it), accompanied by written notice stating that the holder elects to convert such shares and stating the name or names (with address) in which the certificate or certificates for Common Stock are to be issued. Conversion shall be deemed to have been effected on the date when such delivery is made, and such date is referred to herein as the "conversion

data." As promptly as practicable thereafter the Corporation shall issue and deliver to or upon the written order of such holder, at such office or other place designated by the Corporation, a certificate or certificates for the number of full shares of Common Stock to which he is entitled and a check, cash, scrip certificate or other adjustment in respect of any fraction of a share as provided in subparagraph 4(d) below. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a holder of Common Stock of record on the conversion date unless the transfer books of the Corporation are closed on that date, in which event he shall be deemed to have become a holder of Common Stock of record on the next succeeding date on which the transfer books are open, but the conversion rate shall be that in effect on the conversion date.

(c) No payment or adjustment shall be made for dividends accrued on any shares of Preferred Stock converted or for dividends on any shares of Common Stock issuable on conversion, but until all dividends accrued and unpaid on such Preferred Stock up to the quarterly dividend payment date next preceding the conversion date shall have been paid to the holder of the shares of Preferred Stock converted or to his assigns, or declared and set apart for such payment, in full, no dividend shall be paid or set apart for payment or declared on the Common Stock or on any other class of stock of the Corporation ranking as to dividends subordinate to the Preferred Stock and no payment shall be made with respect to any purchase or acquisition of, or to any sinking fund with respect to, any class of stock of the Corporation ranking as to dividends or assets on a parity with or subordinate to the Preferred Stock.

(d) The Corporation shall not be required to issue any fraction of a share upon conversion of any share or shares of Preferred Stock. If more than one share of Preferred Stock shall be surrendered for conversion at one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the total number of shares of Preferred Stock so surrendered. If any fractional interest in a share of Common Stock would be deliverable upon conversion, the Corporation shall make an adjustment therefor in cash unless its Board of Directors shall have determined to adjust fractional interests by issuance of scrip certificates or in some other manner. Adjustment in cash shall be made on the basis of the current market value of one share of Common Stock, which shall be taken to be the last reported sale price of the Corporation's Common Stock on the New York Stock Exchange on the last business day before the conversion date, or, if there was no reported sale on that day, the average of the closing bid and asked quotations on that Exchange on that day or, if the Common Stock was not then listed on the Exchange, the average of the lowest bid and the highest asked quotations in the over-the-counter market on that day.

(e) The issuance of Common Stock on conversion of Preferred Stock shall be without charge to the converting holder of Preferred Stock for any fee, expense or tax in respect of the issuance thereof, but the Corporation shall not be required to pay any fee, expense or tax which may be payable in respect of any transfer involved in the issuance and delivery of shares in any name other than that of the holder of record on the books of the Corporation of the shares of Preferred Stock converted, and the Corporation shall not, in any such case, be required to issue or deliver any certificate for shares of Common Stock unless and until the person requesting the issuance thereof shall have paid to the Corporation the amount of such fee, expense or tax or shall have established to the satisfaction of the Corporation that such fee, expense or tax has been paid.

(f) The conversion rate provided in subparagraph 4(a) shall be subject to the following adjustments, which shall be made to the nearest one-thousandth of a share of Common Stock or, if none, to the next lower one-thousandth:

(i) If the Corporation shall pay to the holders of its Common Stock a dividend in shares of Common Stock or in securities convertible into Common Stock, the conversion rate in effect immediately prior to the record date fixed for the determination of the holders of Common Stock entitled to such dividend shall be proportionately increased, effective at the opening of business on the next following full business day.

(ii) If the Corporation shall split the outstanding shares of its Common Stock into a greater number of shares or combine the outstanding shares into a smaller number, the conversion rate in effect immediately prior to such action shall be proportionately increased in the case of a split

or decreased in the case of a combination, effective at the opening of business on the full business day next following the day such action becomes effective.

(iii) If the Corporation shall issue to the holders of its Common Stock as a class rights or warrants to subscribe for or purchase shares of its Common Stock at a price less than the Current Market Price (as defined below in this subparagraph) of the Corporation's Common Stock at the record date fixed for the determination of the holders of Common Stock entitled to such rights or warrants, the conversion rate in effect immediately prior to said record date shall be increased, effective at the opening of business on the next following full business day, to an amount determined by multiplying such conversion rate by a fraction the numerator of which is the number of shares of Common Stock of the Corporation outstanding immediately prior to said record date plus the number of additional shares of its Common Stock offered for subscription or purchase and the denominator of which is said number of shares outstanding immediately prior to said record date plus the number of shares of Common Stock of the Corporation which the aggregate subscription or purchase price of the total number of shares so offered would purchase at the Current Market Price of the Corporation's Common Stock at said record date. As used in this subparagraph 4(f)(iii) the term "Current Market Price" at said record date shall mean the average of the daily last reported sale prices per share of the Corporation's Common Stock on the New York Stock Exchange during the twenty (20) consecutive full business days commencing with the thirtieth (30th) full business day before said record date, provided that if there was no reported sale on any such day or days there shall be substituted the average of the closing bid and asked quotations on that Exchange on that day, and provided further that if the Common Stock was not listed on that Exchange on any such day or days there shall be substituted the average of the lowest bid and the highest asked quotations in the over-the-counter market on that day.

(iv) If the Corporation shall distribute to the holders of its Common Stock any evidences of its indebtedness, or any rights or warrants to subscribe for any security other than its Common Stock, or any other assets (excluding dividends and distributions in cash to the extent permitted by law), the conversion rate in effect immediately prior to the record date fixed for the determination of the holders of Common Stock entitled to such distribution shall be increased, effective at the opening of business on the next following full business day, to an amount determined by multiplying such conversion rate by a fraction the numerator of which is the Current Market Price (as defined in subparagraph 4(f)(iii)) of the Corporation's Common Stock at said record date and the denominator of which is such Current Market Price less the fair market value (as determined by the Board of Directors, whose determination, in the absence of fraud, shall be conclusive) of the amount of evidences of indebtedness, rights or warrants, or other assets (excluding cash dividends and distributions as aforesaid) so distributed which is applicable to one share of Common Stock. Notwithstanding the preceding sentence, if such fair market value in the case of a particular distribution is less than Two Dollars (\$2.00), the increase in the conversion rate shall be postponed and the amount of such fair market value shall be carried forward and applied as provided hereinbelow. Whenever the amounts of fair market value so being carried forward plus any similar amount determined in connection with a particular distribution aggregate Two Dollars (\$2.00) or more, the conversion rate in effect immediately prior to the record date fixed for the determination of the holders of Common Stock entitled to such particular distribution shall be increased, effective at the opening of business on the next following full business day, by the aggregate of the increases in the conversion rate which were so postponed plus the increase resulting from such particular distribution. If the corporation shall pay to the holders of its Common Stock a dividend in shares of Common Stock or if it shall split or combine the outstanding shares of its Common Stock, the amount of Two Dollars (\$2.00) referred to in this subparagraph 4(f)(iv) (as theretofore increased or decreased) shall forthwith be proportionately decreased in the case of a stock dividend or split or increased in the case of a combination, so as appropriately to reflect the same.

No adjustment of the conversion rate provided in subparagraph 4(a) shall be made by reason of the issuance of Common Stock for cash except as provided in subparagraph 4(f)(iii), or by reason of the issuance of Common Stock for property or services; provided, that no such issuance of Common

Stock for cash, property or services shall be made unless the Board of Directors shall first have made a determination that the consideration to be received with respect to any such issuance of Common Stock is fair and reasonable under the particular circumstances. Whenever the conversion rate is adjusted pursuant to this subparagraph 4(f) the Corporation shall promptly place on file at the office of each of its transfer agents for the Preferred Stock a statement signed by the Chairman of the Board, the President or a Vice President of the Corporation and by its Treasurer or an Assistant Treasurer showing in detail the facts requiring such adjustment and the conversion rate after such adjustment, and shall make such statement available for inspection by stockholders of the Corporation.

(g) In case of any reclassification or change of the outstanding shares of Common Stock of the Corporation (except a split or combination of shares) or in case of any consolidation or merger to which the Corporation is a party (except a merger in which the Corporation is the surviving corporation, and which does not result in any reclassification of or change in the outstanding Common Stock of the Corporation except a split or combination of shares) or in case of any sale or conveyance to another corporation of all or substantially all of the property of the Corporation, effective provision shall be made by the Corporation or by the successor or purchasing corporation (i) that the holder of each share of Preferred Stock then outstanding shall thereafter have the right to convert such share into the kind and amount of stock and other securities and property receivable upon such reclassification, change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock of the Corporation into which such share of Preferred Stock might have been converted immediately prior thereto, and (ii) that there shall be subsequent adjustments of the conversion rate which shall be equivalent, as nearly as practicable, to the adjustments provided for in subparagraph 4(f) above. The provisions of this subparagraph 4(g) shall similarly apply to successive reclassifications, changes, consolidations, mergers, sales or conveyances.

(h) Shares of Common Stock issued on conversion of shares of Preferred Stock shall be issued as fully paid shares and shall be non-assessable by the Corporation. The Corporation shall at all times reserve and keep available, free from preemptive rights, for the purpose of effecting the conversion of Preferred Stock, such number of its duly authorized shares of Common Stock as shall be sufficient to effect the conversion of all outstanding shares of Preferred Stock.

(i) Shares of Preferred Stock converted as provided herein shall not be resumed and the Board of Directors shall take appropriate action from time to time to effect reductions in the number of shares of Preferred Stock which the Corporation is authorized to issue.

"5. Voting Rights. (a) Each holder of record of Preferred Stock shall have the right to one-quarter ($\frac{1}{4}$) of one vote for each share of Preferred Stock standing in his name on the books of the Corporation and shall be entitled to notice of any meeting of stockholders of the Corporation and to participate in any such meeting in the manner provided for holders of shares of Common Stock of the Corporation under any applicable law, provision of the Certificate of Incorporation or by-law. Except as required by law or as otherwise specifically provided in this Article Fourth, the holders of Preferred Stock and the holders of Common Stock shall vote together as one class.

(b) If the Corporation shall have failed to pay, or declare and set apart for payment, dividends on all outstanding shares of Preferred Stock in an amount equal to six quarterly dividends upon such shares, the number of Directors of the Corporation shall be increased by two at the first annual meeting of the stockholders of the Corporation held thereafter, and at such meeting and at each subsequent annual meeting until dividends payable for all past quarterly dividend periods on all outstanding shares of Preferred Stock shall have been paid, or declared and set apart for payment, in full, the holders of the shares of Preferred Stock shall have the right, voting as a class, to elect such two additional members of the Board of Directors to hold office for a term of one year; provided, that the right to vote as a class upon the election of such two additional Directors shall not limit the right of holders of Preferred Stock to vote upon the election of all other Directors and upon other matters in accordance with subparagraph 5(a). Upon such payment, or such declaration and setting apart for payment, in full, the terms of the two additional Directors so elected shall forthwith terminate, and the number of Directors of the Corporation shall be reduced by two and such additional voting right of the holders of shares of Preferred Stock shall cease, subject to increase in the number of Directors as afore-

said and to revesting of such voting right in the event of each and every additional failure in the payment of dividends in an amount equal to six quarterly dividends as aforesaid.

"8. Action by Corporation Requiring Approval of Preferred Stock. (a) The Corporation shall not, without the affirmative vote at a meeting, or the written consent with or without a meeting, of the holders of at least two-thirds ($\frac{2}{3}$) of the then outstanding Preferred Stock:

(i) change the preferences, qualifications, privileges, limitations, restrictions, or other special or relative rights granted to or imposed upon the shares of Preferred Stock in any respect adverse to the holders thereof; or

(ii) create or increase the authorized number of shares of any class of stock ranking as to dividends or assets prior to the Preferred Stock.

(b) The Corporation shall not, without the affirmative vote at a meeting, or the written consent with or without a meeting, of the holders of a majority of the then outstanding Preferred Stock:

(i) increase the authorized number of shares of Preferred Stock, or create or increase the authorized number of shares of any class of stock ranking as to dividends or assets on a parity with the Preferred Stock, or issue any shares of the Preferred Stock except upon conversion or exchange of shares of Sunray DX Oil Company Common Stock or in satisfaction of rights existing pursuant to the Sunray DX Oil Company Stock Option Plans and Incentive Plan; or

(ii) become a party to a merger or consolidation unless the surviving or resulting corporation will have immediately after such merger or consolidation no stock either authorized or outstanding (except such stock of the Corporation as may have been authorized or outstanding immediately before such merger or consolidation or such stock of the surviving or resulting corporation as may be issued upon conversion thereof or in exchange therefor) ranking as to dividends or assets prior to or on a parity with the Preferred Stock or the stock of the surviving or resulting corporation issued upon conversion thereof or in exchange therefor.

COMMON STOCK

"Each holder of record of Common Stock shall have the right to one (1) vote for each share of Common Stock standing in his name on the books of the Corporation. Except as required by law or as otherwise specifically provided in this Article Fourth, the holders of Preferred Stock and holders of Common Stock shall vote together as one class.

PREEMPTIVE RIGHTS

"Neither the holders of Preferred Stock nor the holders of Common Stock shall have any preemptive rights, and the Corporation shall have the right to issue and to sell to any person or persons any shares of its capital stock or any option rights or any securities having conversion or option rights, without first offering such shares, rights or securities to any holders of the Preferred Stock or the Common Stock."

Article Fifth of the Certificate of Incorporation is hereby amended as of the effective date of the merger by deleting said Article Fifth in its entirety.

Article Sixth of the Certificate of Incorporation is hereby amended as of the effective date of the merger by renumbering said Article Sixth as Article "Fifth."

Article Seventh of the Certificate of Incorporation is hereby amended as of the effective date of the merger by renumbering said Article Seventh as Article "Sixth," and the eighth paragraph thereof is hereby amended as of the effective date of the merger to read in its entirety as follows:

"The Board of Directors may, with the approval or consent of the holders of two-thirds ($\frac{2}{3}$) in amount of the capital stock of the Corporation at the time outstanding, sell or transfer all of the assets and business of the Corporation of every kind and character to a new corporation formed or to be formed under the laws of the State of New Jersey, or any other State, in exchange for the assumption by such new corporation of all obligations of this Corporation and the issue of such

number of shares of stock of such new corporation with or without nominal or par value for each share of stock of this Corporation with or without nominal or par value as shall be approved by the Board of Directors."

2.2 Said Certificate of Incorporation, as so amended, is set forth and restated in Appendix A attached hereto, which is hereby made a part of this Agreement with the same force and effect as if herein set forth in full. From and after the effective date of the merger and until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation shall be as set forth in Appendix A, and Appendix A separate and apart from this Agreement shall be, and may be separately certified as, the Certificate of Incorporation of the Surviving Corporation.

ARTICLE III

3.1 Upon the effective date of the merger, the by-laws of the Surviving Corporation shall be the by-laws which are set forth in Appendix B attached hereto, which is made a part of this Agreement with the same force and effect as if herein set forth in full, until the same shall thereafter be altered, amended or repealed in accordance with law, the Certificate of Incorporation and said by-laws.

ARTICLE IV

4.1 The names and post office addresses of the directors of the Surviving Corporation who shall hold office from the effective date of the merger until the first annual meeting of stockholders of the Surviving Corporation and until their successors are chosen and qualified according to law and the by-laws of the Surviving Corporation, are as follows:

<u>Name</u>	<u>Post Office Address</u>
Wilburn T. Askew	1019 North Lane, Gladwyne, Pennsylvania 19035
Charles L. Boyle	Darby-Paoli Road, Villanova, Pennsylvania 19085
Elmer R. Bradley	1431 Beaumont Drive, Gladwyne, Pennsylvania 19035
John H. Douma	2845 East 32 Place, Tulsa, Oklahoma 74105
Robert G. Dunlop	1062 Rock Creek Road, Bryn Mawr, Pennsylvania 19010
Darwin W. Ferguson	1163 Red Rose Lane, Villanova, Pennsylvania 19085
R. Edwin Foss	Rural Route 1, Cleveland, Oklahoma 74020
R. Paul Henry	2720 East 44 Place, Tulsa, Oklahoma 74105
Donald P. Jones	120 Mansion Drive, Rose Tree, Media, Pennsylvania 19063
Chalmer G. Kirkbride	1801 John F. Kennedy Blvd., Philadelphia, Pennsylvania 19103
J. Howard Pew	Grays Lane & Mill Creek Road, Ardmore, Pennsylvania 19003
Joe G. Pew	3525 Turtle Creek, Apt. 16B-C, Dallas, Texas 75219
Walter C. Pew	Conestogues State & Country Club Roads, Bryn Mawr, Pennsylvania 19010
Kingsley V. Schroeder	909 Meetinghouse Road, Jenkintown, Pennsylvania 19046
Paul E. Tullamore	2735 East 57th Street South, Tulsa, Oklahoma 74105
Jon. T. Wilner, Jr.	72 Cyrus Avenue, Pitman, New Jersey 08071

4.2 Upon the effective date of the merger, the principal officers of the Surviving Corporation as provided in the by-laws, who shall hold office from the effective date of the merger and until their successors have been

chosen or appointed according to law and the by-laws of the Surviving Corporation, and their offices and post office addresses are as follows:

<u>Name</u>	<u>Office</u>	<u>Post Office Address</u>
J. Howard Few	Chairman of the Board	Grays Lane & Mill Creek Road Ardmore, Pennsylvania 19003
Paul E. Taliaferro	Deputy Chairman	2785 East 57th Street South Tulsa, Oklahoma 74105
Robert G. Dunlop	President	1062 Rock Creek Road Bryn Mawr, Pennsylvania 19010
Darwin W. Ferguson	Executive Vice President	1163 Red Rose Lane Villanova, Pennsylvania 19085
R. Edwin Foss	Executive Vice President	Rural Route 1 Cleveland, Oklahoma 74020
Donald P. Jones	Vice President and Comptroller	120 Mansion Drive Rose Tree, Media, Pennsylvania 19063
Jon. T. Wilson, Jr.	Secretary-Treasurer	72 Cyrus Avenue Pittman, New Jersey 08071

4.3 If on the effective date of the merger a vacancy shall exist on the Board of Directors or in any of the offices of the Surviving Corporation as the same are specified above, such vacancy may thereafter be filled in the manner provided in the by-laws of the Surviving Corporation; provided, that, in the event of the death, disability or retirement of John H. Douma, R. Edwin Foss, R. Paul Henry, or Paul E. Taliaferro on or before April 15, 1968, the Board of Directors of Sunray may nominate a successor to fill the vacancy on the Board of Directors created thereby and such successor shall hold office from the effective date of the merger until the first annual meeting of stockholders of the Surviving Corporation in like manner as if listed by name in paragraph 4.1 above.

ARTICLE V

5.1 Each share of the Common Stock, par value \$1 per share, of Sunray issued and outstanding on the effective date of the merger and all rights in respect thereof shall, by virtue of the merger and without any action on the part of the holder thereof, be converted, forthwith upon the merger becoming effective, into one share of the Cumulative Convertible Preferred Stock, no par value, of the Surviving Corporation. The effective date of the merger shall for all purposes be deemed to be the date of issue of the shares of such Cumulative Convertible Preferred Stock into which the outstanding shares of Sunray Common Stock are converted.

5.2 After the effective date of the merger, each holder of an outstanding certificate or certificates theretofore representing Sunray Common Stock (the "Sunray certificate") shall be instructed to surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive in exchange therefor a certificate or certificates representing the number of full shares of Sun Cumulative Convertible Preferred Stock into which the shares of Sunray Common Stock theretofore represented by the Sunray certificate or certificates so surrendered shall have been converted. During the first four quarterly dividend periods for which dividends are payable on Sun Cumulative Convertible Preferred Stock, and until surrendered in exchange for a certificate or certificates representing shares of Sun Cumulative Convertible Preferred Stock, each outstanding Sunray certificate shall be deemed for all corporate purposes to evidence the ownership of the shares of Sun Cumulative Convertible Preferred Stock into which the shares of Sunray Common Stock theretofore represented thereby have been converted. Commencing with the fifth quarterly dividend period on which dividends are payable on Sun Cumulative Convertible Preferred Stock, and until surrendered in exchange for a certificate or certificates representing shares of Sun Cumulative Convertible Preferred Stock, each outstanding Sunray certificate shall be deemed for all corporate purposes other than the payment of dividends to evidence the ownership of the shares of

Sun Cumulative Convertible Preferred Stock into which the shares of Sunray Common Stock theretofore represented thereby have been converted. Unless and until any such outstanding Sunray certificate shall be so surrendered, no dividend payable to holders of record of Sun Cumulative Convertible Preferred Stock as of any date subsequent to the fourth quarterly dividend period following the effective date of the merger shall be paid to the holder of such outstanding Sunray certificate. Upon the surrender of any Sunray certificate or certificates, there shall be paid to the record holder of the Sun Cumulative Convertible Preferred Stock issued in exchange therefor the accumulated dividends unpaid with respect to the shares of Sun Cumulative Convertible Preferred Stock represented by the certificates for Sun Cumulative Convertible Preferred Stock issued upon such surrender and exchange.

5.3 On or after March 20, 1972, Sun may deposit with its Transfer Agent, for the account of the holders of any Sunray certificates which shall have not been surrendered, a certificate representing the aggregate of all shares of Sun Cumulative Convertible Preferred Stock to which, but for the deposit, the holders of outstanding Sunray certificates would be entitled on the surrender of their Sunray certificates and an amount in cash equal to the aggregate of all cash dividends accrued but unpaid on the Sun Cumulative Convertible Preferred Stock represented by unsundered Sunray certificates. The Transfer Agent shall be instructed to sell the shares of Sun Cumulative Convertible Preferred Stock represented by the certificates deposited by Sun at the prevailing market price on the New York Stock Exchange, or if trading on such Exchange shall be suspended generally or in respect of such stock, at the prevailing market price on the over-the-counter market, and to hold all proceeds therefrom, together with the aggregate cash deposit representing accrued and unpaid dividends, for the account of the holders of outstanding Sunray certificates in a depository account with any bank or trust company having its principal office in the Borough of Manhattan, City and State of New York; or in the City of Philadelphia, Commonwealth of Pennsylvania. The holders of outstanding Sunray certificates shall thereafter have only the right upon surrender of such certificates to receive their respective pro rata shares, without interest, of all cash held in such depository account; provided, that after the expiration of six years from the date of such deposit by Sun, Sun shall have the right to direct the balance of the cash remaining in the hands of the Transfer Agent or in its depository account to be transferred to it after which the holders of outstanding Sunray certificates shall look only to Sun for such payment. Interest accruing on any cash deposits shall be paid from time to time to Sun.

5.4 The provisions of this Article V for the conversion, surrender and exchange of Sunray Common Stock and certificates representing shares of such stock shall equally apply to scrip representing any right to shares of Sunray Common Stock and to scrip and certificates of stock of other corporations which may be surrendered in exchange for Sunray Common Stock to the same extent as such scrip and certificates might prior to the effective date of the merger have been converted into or exchanged for shares of Sunray Common Stock; provided, that in no event shall restrictions and limitations heretofore existing upon the conversion or exchange of such scrip or certificates into or for Sunray Common Stock be modified or in any way affected by the provisions of this Agreement or by the consummation of the merger contemplated hereby.

5.5 Each share of the Common Stock, par value \$1 per share, of Sunray held by Sunray in treasury on the effective date of the merger and all rights in respect thereof shall, by virtue of the merger and without any action on the part of Sun or Sunray, be cancelled forthwith and no such shares held in treasury shall be converted into any other shares of the Constituent Corporations or of the Surviving Corporation.

ARTICLE VI

6.1 Upon the merger becoming effective, all the property, rights, immunities, privileges, powers and franchises, public or private, of the Constituent Corporations and all debts due to the Constituent Corporations on whatever account, including subscriptions to shares and all other things in action and all and every other interest belonging to or due to either of the Constituent Corporations, shall be vested in the Surviving Corporation without further act or deed and shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate, whether vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the merger; but the Surviving Corporation shall not by the merger acquire authority to engage

in any business or to exercise any right for the engaging in or exercising of which a corporation may not be formed under Title 14 of the Revised Statutes of New Jersey; and the Surviving Corporation shall thenceforth be responsible for all the debts, liabilities, obligations and duties of each of the Constituent Corporations, and all said debts, liabilities, obligations and duties shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it, but the liabilities of the Constituent Corporations or of their stockholders, directors or officers shall not be affected, nor shall the rights of creditors thereof or of any person dealing with the Constituent Corporations, or either of them, or any liens upon the property of the Constituent Corporations, be impaired by the merger, and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment the same as if the merger had not taken place, which judgment shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in its place; provided, that all defenses, objections, set-offs and counterclaims formerly available to the Constituent Corporations, or either of them, shall be preserved unimpaired and may be asserted or interposed by the Surviving Corporation to the same extent as they might formerly have been asserted or interposed by the Constituent Corporations. If at any time after the effective date of the merger the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm on record or otherwise, in the Surviving Corporation, the title to any property or rights of Sunray acquired or to be acquired by reason of, or as a result of, the merger, Sunray and its proper officers and directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement, and the proper officers and directors of Sunray and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Sunray or otherwise to take any and all such action.

6.2 The assets, liabilities and reserves of the Constituent Corporations (representing their net worth), in every case upon the merger becoming effective, shall be taken up on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of said Corporations, subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the merger.

6.3 Upon the merger becoming effective, each share of the Common Stock without par value of Sun issued and outstanding on the effective date of the merger, including such shares held by Sun in treasury, and all rights in respect thereof shall, by virtue of the merger and without any action on the part of the holder thereof, be converted into one share of the Common Stock, \$1 par value, of the Surviving Corporation. Outstanding certificates representing shares of the Common Stock without par value shall thenceforth represent the same number of shares of Common Stock, \$1 par value. Upon the surrender of any such certificate to the Surviving Corporation at its stock transfer office, the transferee or other holder of the certificate surrendered shall receive in exchange therefor a certificate or certificates of the Surviving Corporation's Common Stock, \$1 par value.

6.4 Upon the merger becoming effective, the capital accounts of Sun shall be carried over to the Surviving Corporation with the following adjustments: the aggregate of the capital attributable to the Common Stock without par value shall be eliminated and there shall be created a capital surplus to the extent that such capital attributable to the Common Stock without par value exceeds the aggregate par value of the Common Stock, \$1 par value, into which the Common Stock without par value is converted.

6.5 Upon the merger becoming effective, the capital accounts of Sunray shall be carried over to the Surviving Corporation with the following adjustments: the aggregate of the par value of the Common Stock of Sunray being converted in the merger plus the capital in excess of such par value shall be eliminated and the capital surplus of the Surviving Corporation shall be reduced or increased to the extent that the stated value of the Cumulative Convertible Preferred Stock into which the Common Stock of Sunray is converted exceeds or is less than such aggregate of the par value and capital surplus of Sunray previously existing. The stated value of such Cumulative Convertible Preferred Stock shall be Five Dollars (\$5.00) per share.

6.6 Sun as the Surviving Corporation consents that it may be sued and served with process in the State of Delaware in any proceeding for the enforcement of any obligation of Sunray, or of any obligation of Sun arising from the merger, including any proceeding for the enforcement of any alleged rights of a dissenting shareholder of Sunray against Sun as the Surviving Corporation, and Sun irrevocably appoints the Secretary of the State of Delaware as its agent to accept service of process in any such proceeding. A copy of such process shall be mailed by the Secretary of State to Sun Oil Company, Office of the Secretary, 1806 Walnut Street, Philadelphia, Pennsylvania 19103.

ARTICLE VII

7.1 All corporate acts, plans, policies, approvals and authorizations of Sunray, its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the effective date of the merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Sunray. The employees of Sunray shall become the employees of the Surviving Corporation and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of Sunray except as modified by paragraph 7.2 below.

7.2 The Stock Option Plans of Sunray shall lapse upon the effective date of the merger, and all unexercised rights and options existing thereunder for the purchase of Common Stock of Sunray shall thereafter be exercised by the purchase of a like number of shares of Cumulative Convertible Preferred Stock of the Surviving Corporation. The Sunray Incentive Plan shall lapse upon the effective date of the merger and all rights existing thereunder for the future receipt of Sunray Common Stock shall thereafter be wholly satisfied by the issue of a like number of shares of Cumulative Convertible Preferred Stock of the Surviving Corporation with an appropriate adjustment for dividend equivalents thereon. The obligations accruing under the Sunray Employees' Savings Plan to purchase Common Stock of Sunray shall on and after the effective date of the merger be wholly satisfied by the purchase of either Common Stock or Cumulative Convertible Preferred Stock of the Surviving Corporation, or both, as the Plan may from time to time be amended to provide. The respective retirement plans of Sun and Sunray shall retain their separate identities and shall continue in full force and effect without modification by reason of the merger until such time as the Board of Directors of the Surviving Corporation, in its sole discretion, may determine to integrate or otherwise interrelate the respective plans in a non-discriminatory manner. The Stock Purchase Plan and the Executive Compensation Plan of Sun shall continue in full force and effect without modification by reason of the merger. All participants in, beneficiaries of and persons eligible for the various plans surviving the merger for the benefit of the employees of Sun and Sunray shall on and after the effective date of the merger be those who were participants in, beneficiaries of and persons eligible for the respective plans immediately prior to the effective date of the merger, and an employee's participation in, benefit of or eligibility for one such plan shall not, by reason of the merger, imply or confer participation in, benefit of or eligibility for any other such plan until such time as the Board of Directors of the Surviving Corporation, in its sole discretion, may determine to integrate or otherwise interrelate the employee benefit plans of the Constituent Corporations in a non-discriminatory manner.

ARTICLE VIII

8.1 There shall be required for the adoption of this Agreement by the stockholders of the Constituent Corporations the affirmative vote of the holders of at least two-thirds of all of the issued and outstanding stock of each corporation, each share of stock entitling the holder to one vote as required by law for the approval of the Agreement.

ARTICLE IX

9.1 Sun warrants and represents as follows:

(a) Sun is duly organized and existing under the laws of the State of New Jersey and has authorized and outstanding as of the date of this Agreement the number of shares of Common Stock set forth in the exhibits hereto. Sun has no shares of stock authorized or outstanding other than its Common Stock.

(b) Sun is in good standing as a domestic corporation under the laws of the State of New Jersey and has the corporate power to carry on its business as now conducted and to enter into the merger contemplated hereby.

(c) Sun has qualified to do business in each of the states in which it is now doing business, and it is in good standing in each of said states.

(d) Sun has furnished Sunray with a correct list of all its wholly owned, majority owned and fifty percent owned subsidiary corporations, showing as to each the percentage of the total outstanding stock thereof which is owned by Sun. Each such subsidiary mentioned above is qualified to do business and is in good standing in each of the states in which it is now doing business.

(e) Sun has furnished Sunray with a statement of its consolidated financial position and of its consolidated subsidiaries as at December 31, 1967, and the related statements of consolidated income and stockholders' equity for the year then ended, all certified by Lybrand, Ross Broc & Montgomery. Said statement of consolidated financial position and related statements of consolidated income and stockholders' equity present fairly the financial position of Sun and its consolidated subsidiaries at December 31, 1967, and the results of their operations for the year then ended in conformity with generally accepted accounting principles consistently maintained, except as may be otherwise indicated in such financial statements and the notes attached thereto. All liabilities for the current and all prior years, including Sun's Federal income and excess profits taxes, have been paid in full or adequately provided for in such financial statements, and since December 31, 1967, there has been no material adverse change in the financial condition or business of Sun and its subsidiaries.

(f) Since December 31, 1967, there has not been (i) any material adverse change in the financial condition or in the operations of the business of Sun and its subsidiaries from that shown on the December 31, 1967, financial statements referred to in paragraph 9.1(e) above, (ii) any damage, destruction or loss, whether covered by insurance or not, materially and adversely affecting the properties and business of Sun and its subsidiaries, (iii) any declaration, setting aside or payment of any dividend, or any distribution (whether by way of reclassification, recapitalization, stock split or otherwise) in respect of the Common Stock of Sun and its subsidiaries (other than the sale on January 29, 1968, of all of the issued and outstanding stock of Avisun Corporation), any redemption or other acquisition of any such stock of Sun and its subsidiaries, except for the declaration of regular quarterly cash dividends on its Common Stock of twenty-five cents (\$0.25) per share, (iv) any increase in the compensation payable or to become payable by Sun and its subsidiaries to its or their officers, key employees or agents except those occurring in the ordinary course of business, or any material increase in any bonus, insurance, pension or other beneficial plan, payment or arrangement made to, for or with any such officers, key employees or agents, or (v) any labor troubles, other than routine grievance matters, none of which are material, or any other event or condition of any character pertaining to and materially adversely affecting the assets or business of Sun and its subsidiaries.

(g) Except for minor exceptions, not in the aggregate material, Sun and its subsidiaries have and, on the effective date of the merger, will have, good and marketable title to all its and their properties, interests in properties and assets, real and personal, reflected in the December 31, 1967, financial statements referred to in paragraph 9.1(e) above (except properties, interests in properties and assets sold or otherwise disposed of since December 31, 1967, in the ordinary course of business and except for all of the issued and outstanding stock of Avisun Corporation sold on January 29, 1968) free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except (i) the lien of current taxes not yet due and payable, (ii) such mortgages and other secured indebtedness as are shown in Sun's consolidated statement of financial position as at December 31, 1967, and (iii) such imperfections of title, easements and encumbrances, if any, as are not substantial in character, amount or extent, and do not materially detract from the value, or interfere with the present use, of the property subject thereto or affected thereby, or otherwise materially impair business operations. All leases pursuant to which Sun or any of its subsidiaries leases any substantial amount of real or personal property are in good standing, valid and effective, and there is not, under any of such leases, any existing default or event of default or event which with notice or lapse of time or both would constitute a default and in respect of which Sun or any of its subsidiaries has not taken adequate steps to prevent a

default from occurring. The plants, structures and equipment of Sun and its subsidiaries that are necessary to the operations of their businesses are in good operating condition and repair, subject only to ordinary wear and tear, and conform to all applicable statutes, ordinances and regulations relating to their construction, use and operation.

(h) There are no options outstanding granted by Sun or any of its subsidiaries for the acquisition of Sun Common Stock nor any rights under any debentures or other instruments for conversion into shares of Sun Common Stock.

(i) Sun has made available to Sunray for its inspection and examination its properties and those of its subsidiaries, including its crude oil and natural gas reserves, and all material outstanding contracts, agreements, leases or other commitments. Neither Sun nor any of its subsidiaries is in default in any material respect under the terms of any such contract, agreement, lease, understanding or commitment.

(j) Sun has not, since December 31, 1967, declared or paid any share dividends nor subdivided any shares of its Common Stock, whether by way of reclassification, recapitalization or otherwise.

(k) Sun does not know of or have any reasonable grounds to know of the assertion against it or any of its subsidiaries of any material liability existing at December 31, 1967, which should have been reflected or reserved against in financial statements as of that date prepared in accordance with generally accepted accounting principles, which was not reflected or reserved against in its consolidated financial statement and the notes attached thereto as of December 31, 1967.

(l) The information provided and to be provided by Sun to Sunray for use in the proxy statement to be used by Sunray in connection with the merger does not and will not contain any statement which, at the time and in the light of circumstances in which it is made, is false or misleading with respect to any material fact, or which omits to state any material fact necessary in order to make the statement not false or misleading.

(m) There is no suit, action, or legal or administrative proceeding pending, or to the knowledge of Sun, threatened against it or any of its subsidiaries of which Sunray has not been advised, which, if adversely determined, might materially and adversely affect the financial condition of Sun and its subsidiaries or the conduct of their businesses.

(n) At the effective date of the merger, the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other agreement to which Sun or any of its subsidiaries is a party.

(o) Sun has not retained any broker, agent or finder or paid or agreed to pay any brokerage fee or commission or any finder's fee to any broker, agent or finder on account of this Agreement or any matters contemplated hereby.

9.3 Sunray warrants and represents as follows:

(a) Sunray is duly organized and existing under the laws of the State of Delaware and has authorized and outstanding as of the date of this Agreement the number of shares of Common Stock set forth in the recitals hereof. Sunray has no classes of stock authorized and outstanding other than its Common Stock.

(b) On the date hereof, Sunray has no outstanding options or rights to subscribe to, or contracts or commitments to issue and sell (upon conversion or otherwise) any shares of its Common Stock not heretofore disclosed to Sun. Sunray has, or will have prior to the effective date of the merger, provided for the amendment of the terms of the Sunray Employees' Savings Plan and the Sunray Incentive Plan as of the effective date of the merger to provide that all obligations accruing or accrued thereunder to purchase or loan Common Stock of Sunray shall be satisfied on and after such effective date by the issue of Cumulative Convertible Preferred Stock of the Surviving Corporation in the case of the Incentive Plan and, in the case of the Employees' Savings Plan, by the purchase of either the Common Stock or the Cumulative Convertible Preferred Stock of the Surviving Corporation, or both, as the plan may from time to time be amended to provide.

(c) Sunray is in good standing as a domestic corporation under the laws of the State of Delaware and has the corporate power to carry on its business as now conducted and to enter into the merger contemplated hereby.

(d) Sunray has qualified to do business in each of the states in which it is now doing business, and it is in good standing in each of said states.

(e) Sunray has furnished Sun with a correct list of all its wholly owned, majority owned and fifty percent owned subsidiary corporations, showing as to each the percentage of the total outstanding stock thereof which is owned by Sunray. In addition, Sunray has furnished Sun with a correct list of all crude oil, natural gas and petroleum products pipeline transportation corporations in which Sunray holds stock, showing as to each of such corporations the percentage of the total outstanding stock thereof owned by Sunray. Each such subsidiary mentioned above is qualified to do business and is in good standing in each of the states in which it is now doing business.

(f) Sunray has furnished Sun with a statement of its consolidated financial position and of its consolidated subsidiaries as at December 31, 1967, and the related statements of consolidated income and stockholders' equity for the year then ended, all certified by Lybrand, Ross Bros. & Montgomery. Said statement of consolidated financial position and related statements of consolidated income and stockholders' equity present fairly the financial position of Sunray and its consolidated subsidiaries at December 31, 1967, and the results of their operations for the year then ended in accordance with generally accepted accounting principles consistently maintained, except as may be otherwise indicated in such financial statements and the notes attached thereto. All liabilities for the current and all prior years, including Sunray's Federal income and excess profits taxes, have been paid in full or adequately provided for in such financial statements, and since December 31, 1967, there has been no material adverse change in the financial condition or business of Sunray and its subsidiaries.

(g) Since December 31, 1967, there has not been (i) any material adverse change in the financial condition or in the operations of the business of Sunray and its subsidiaries from that shown on the December 31, 1967, financial statements referred to in paragraph 9.2(f) above, (ii) any damage, destruction or loss, whether covered by insurance or not, materially and adversely affecting the property and business of Sunray and its subsidiaries, (iii) any declaration, setting aside or payment of any dividend, or any distribution (whether by way of reclassification, recapitalization, stock split or otherwise) in respect of the Common Stock of Sunray and its subsidiaries, any redemption, purchase or other acquisition of any such stock of Sunray and its subsidiaries, except for the declaration of regular quarterly cash dividends on its Common Stock of 37.5 cents (\$0.375) per share, and except for purchases or other acquisitions of its Common Stock pursuant to the provisions of its Incentive Plan, (iv) any increase in the compensation payable or to become payable by Sunray and its subsidiaries to its or their officers, key employees or agents except those occurring in the ordinary course of business, or any material increase in any bonus, insurance, pension or other beneficial plan, payment or arrangement made to, for or with any such officers, key employees or agents, or (v) any labor troubles, other than routine grievance matters, none of which are material, or any other event or condition of any character pertaining to and materially adversely affecting the assets or business of Sunray and its subsidiaries.

(h) Except for minor exceptions, not in the aggregate material, Sunray and its subsidiaries have and, on the effective date of the merger, will have, good and marketable title to all its and their properties, interests in properties and assets, real and personal, reflected in the December 31, 1967, financial statements referred to in paragraph 9.2(f) above (except properties, interests in properties and assets sold or otherwise disposed of since December 31, 1967, in the ordinary course of business) free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except (i) the lien of current taxes not yet due and payable, (ii) such mortgages and other secured indebtedness as are shown in Sunray's consolidated statement of financial position as at December 31, 1967, and (iii) such imperfections of title, easements and encumbrances, if any, as are not substantial in character, amount or extent, and do not materially detract from the value, or interfere with the present use, of the property subject thereto or affected thereby, or otherwise materially impair business operations. All leases pursuant to which Sunray or any of its subsidiaries leases any substantial amount

of real or personal property are in good standing, valid and effective, and there is not, under any of such leases, any existing default or event of default or event which with notice or lapse of time or both would constitute a default and in respect of which Sunray or any of its subsidiaries has not taken adequate steps to prevent a default from occurring. The plants, structures and equipment of Sunray and its subsidiaries that are necessary to the operations of their businesses are in good operating condition and repair, subject only to ordinary wear and tear, and conform to all applicable statutes, ordinances and regulations relating to their construction, use and operation.

(i) Sunray does not know of or have any reasonable grounds to know of the assertion against it or any of its subsidiaries of any material liability existing at December 31, 1967, which should have been reflected or reserved against in financial statements as of that date prepared in accordance with generally accepted accounting principles, which was not reflected or reserved against in its consolidated financial statement and the notes attached thereto as of December 31, 1967.

(j) Sunray has made available to Sun for its inspection and examination its properties, and those of its subsidiaries, including its crude oil and natural gas reserves, and all material outstanding contracts, agreements, leases or other commitments. Neither Sunray nor any of its subsidiaries is in default in any material respect under the terms of any such contract, agreement, lease, understanding or commitment.

(k) The information provided and to be provided by Sunray to Sun for use in the proxy statement to be used by Sun in connection with the merger does not and will not contain any statement which, at the time and in light of circumstances in which it is made, is false or misleading with respect to any material fact, or which omits to state any material fact necessary in order to make the statement not false or misleading.

(l) There is no suit, action, or legal or administrative proceeding pending, or to the knowledge of Sunray, threatened against it or any of its subsidiaries of which Sun has not been advised, which, if adversely determined, might materially and adversely affect the financial condition of Sunray and its subsidiaries or the conduct of their businesses.

(m) At the effective date of the merger, the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other agreement to which Sunray or any of its subsidiaries is a party.

(n) Sunray has not retained any broker, agent or finder or paid or agreed to pay any brokerage fee or commission or any finder's fee to any broker, agent or finder on account of this Agreement or any matters contemplated hereby.

9.3 Each Constituent Corporation grants to the other, and its officers, employees, attorneys and agents, the right, during normal business hours, to inspect its records and to consult with its officers, employees, attorneys and agents for the purpose of determining the accuracy of the representations and warranties hereinabove made.

9.4 Sunray agrees that from the date hereof to the effective date of the merger it and each of its subsidiaries will:

(a) Operate its business only in the usual, regular and ordinary manner so as to maintain the good will it now enjoys and, to the extent consistent with such operation, it will use all reasonable efforts to preserve intact its present business organization, keep available the services of its present officers and employees, and preserve its relationships with suppliers, jobbers, distributors and others having business dealings with it.

(b) At its expense, maintain all the property of its business in customary repair, order and condition, reasonable wear and use and damage by fire or unavoidable casualty excepted (subject, however, to the provisions of subparagraph (h) hereof).

(c) Not enter into any contracts of employment not in the usual, regular and ordinary course of business.

(d) Not make any borrowings in aggregate amount exceeding \$10,000,000 with a maturity of over twelve (12) months except as the Constituent Corporations may otherwise mutually agree.

(e) Not enter into commitments of a capital expenditure nature except in the ordinary course of business or incur any major contingent liability except as the Constituent Corporations may otherwise mutually agree.

(f) Maintain its books of account and records in the usual, regular and ordinary manner, in accordance with generally accepted accounting practices.

(g) Fully comply with all laws applicable to it and to the conduct of its business.

(h) Maintain insurance upon all its properties and with respect to the conduct of its business in such amounts and of such kinds as are described in the schedule of insurance in effect as of December 31, 1967, or as the same may be added to from time to time at Sunray's discretion; provided, that in the event that during the period from the date hereof to and including the effective date of the merger any of the property or assets of Sunray are damaged or destroyed by fire or other casualty, the obligations of the Constituent Corporations under this Agreement shall not be affected thereby, but Sunray shall promptly notify Sun in writing thereof and proceed with the repair or restoration thereof in such manner and to such extent as may be approved by Sun, and, upon the effective date of the merger, all proceeds of insurance and claims of every kind arising as a result of any such change or destruction and not expended for such repair or restoration shall become the property of the Surviving Corporation.

(i) Not sell or dispose of any property or assets or engage in any activity or transaction, or encumber any property or assets, except in the usual and ordinary course of business and except in any transactions between Sunray and any of its wholly owned subsidiaries.

9.5 Sunray agrees that from the date hereof to the effective date of the merger:

(a) It will not amend its Certificate of Incorporation or merge or consolidate with or into any other corporation, sell all, or substantially all, of its assets and properties, or change in any manner the rights of its Common Stock or the character of its business.

(b) It will promptly advise Sun in writing of any adverse material change in the financial condition or business or affairs of Sunray arising from matters occurring not in the usual or ordinary course of business.

(c) It will not issue or sell, or issue options or rights to subscribe to, or enter into any contract or commitment to issue or sell (upon conversion or otherwise), any shares of its Common Stock, or subdivide or in any way reclassify any shares of its Common Stock, or acquire, or agree to acquire, any shares of its Common Stock, other than pursuant to Stock Options heretofore granted or pursuant to the provisions of Sunray's Incentive Plan.

(d) It will not declare or pay any dividends on shares of its Common Stock or make any other distribution of assets to the holders thereof, except that it may at the discretion of its Board of Directors continue to declare and pay cash dividends on such Common Stock at the quarterly rate of 37.5 cents (\$0.375) per share; provided, that in the declaration of any quarterly dividend the Board of Directors of Sunray shall provide that payment thereof shall be conditioned upon the merger becoming effective after the date fixed to determine stockholders of record entitled to receive said dividend; and provided, further, that Sun and Sunray shall not cause the merger to become effective between the date on which Sunray Common Stock sells "ex-dividend" on the New York Stock Exchange and said record date for payment.

9.6 Sun agrees that from the date hereof to the effective date of the merger it and each of its subsidiaries will:

(a) Operate its business only in the usual, regular and ordinary manner so as to maintain the good will it now enjoys and, to the extent consistent with such operation, it will use all reasonable efforts to preserve intact its present business organization, keep available the services of its present

officers and employees, and preserve its relationships with suppliers, jobbers, distributors and others having business dealings with it.

(b) At its expense, maintain all the property of its business in customary repair, order and condition, reasonable wear and use and damage by fire or unavoidable casualty excepted.

(c) Not enter into any contracts of employment not in the usual, regular and ordinary course of business.

(d) Maintain its books of account and records in the usual, regular and ordinary manner, in accordance with generally accepted accounting practices.

(e) Fully comply with all laws applicable to it and to the conduct of its business.

(f) Not sell or dispose of any property or assets or engage in any activity or transaction, or encumber any property or assets, except in the usual and ordinary course of business and except in any transactions between Sun and any of its wholly owned subsidiaries.

9.7 Sun agrees that from the date hereof to the effective date of the merger:

(a) It will not amend its Certificate of Incorporation except as contemplated hereby or merge or consolidate with or into any other corporation, sell all, or substantially all, of its assets and properties, or change in any manner the rights of its Common Stock or the character of its business.

(b) It will promptly advise Sunray in writing of any adverse material change in the financial condition or business or affairs of Sun arising from matters occurring not in the usual or ordinary course of business.

(c) It will not issue or sell, or issue options or rights to subscribe to, or enter into any contract or commitment to issue or sell (upon conversion or otherwise), any shares of its Common Stock, or subdivide or in any way reclassify any shares of its Common Stock except in a manner and to an extent consistent with its normal practices and policies, and it will not declare or pay any dividends on its outstanding Common Stock other than its regular quarterly dividends as declared by its Board of Directors.

(d) In the event that the Board of Directors of Sunray shall declare a regular quarterly dividend payable on the Common Stock of Sunray but conditioned upon the merger becoming effective after the date fixed to determine stockholders of record entitled to receive said dividend, Sun and Sunray shall not cause the merger to become effective between the date on which Sunray Common Stock sells "ex-dividend" on the New York Stock Exchange and said record date for payment.

9.8 Sun agrees that it will take such steps as required to accomplish, as of the effective date of the merger, the listing upon the New York Stock Exchange of the shares of its Cumulative Convertible Preferred Stock which will be issued pursuant to this Agreement and the listing on said Exchange of the Common Stock of Sun into which shares of such Preferred Stock are convertible.

9.9 The obligation of Sun to consummate and effect the merger hereunder shall be subject to the following conditions:

(a) The representations and warranties of Sunray herein contained shall be true as and at the effective date of the merger with the same effect as though made at such date; Sunray shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective date of the merger, and shall have delivered to Sun a certificate, dated the date of the consummation of the merger and signed by its President or a Vice President and its Secretary or an Assistant Secretary or its Treasurer or an Assistant Treasurer, to both such effects.

(b) Subject to the provisions of Article VIII hereof, the holders of not less than two-thirds (2/3) of the issued and outstanding shares of Common Stock of Sunray shall have voted in favor of the adoption of this Agreement and the merger contemplated hereby, and the holders of not less than

two-thirds (2/3) of the issued and outstanding shares of Common Stock of Sun shall have voted in favor of the adoption of this Agreement and the merger contemplated hereby.

(c) All transactions contemplated hereby, and the form and substance of all legal proceedings and of all papers used or delivered hereunder, shall be acceptable to Messrs. Pepper, Hamilton & Scheetz, counsel to Sun, to the extent requested by Sun.

(d) The holders of any indebtedness of Sunray and the lessors of any material property leased by Sunray and the other parties to any agreements to which Sunray or any of its subsidiaries is a party, shall, when and to the extent necessary, in the opinion of Sun or its counsel, have consented to the merger contemplated hereby.

(e) Sun shall have received an opinion of its counsel that the issuance of Sun's Cumulative Convertible Preferred Stock in exchange for the Common Stock of Sunray will not require registration under the Securities Act of 1933.

(f) Sun shall have received a favorable opinion, dated as of the effective date of the merger, from Messrs. Breed, Abbott & Morgan, counsel for Sunray, in form and substance satisfactory to Sun and its counsel, to the effect that the corporate existence, good standing, and authorized and issued stock of Sunray are as stated in this Agreement; that Sunray has taken all corporate actions which are conditions precedent to Sunray's obligations under this Agreement; that, except as may be specified by said counsel (such exceptions to be acceptable to Sun) they do not know of any material litigation, proceeding or governmental investigation or labor dispute or labor trouble pending or threatened against or relating to Sunray or any of its subsidiaries or its or their property or business; that all corporate and other proceedings required to be taken by or on the part of Sunray to authorize and to carry out this Agreement and to effect the merger contemplated hereby have been duly and properly taken and that this Agreement is the valid obligation of Sunray, legally binding upon it in accordance with its terms, and that Sunray has and Sun will receive valid marketable title to the shares of the Capital Stock of Sunray's subsidiaries to be transferred and delivered to Sun as herein provided, free and clear of any liens or encumbrances. Such opinion shall also cover such other matters incident to the transaction herein contemplated as Sun and its counsel shall reasonably request, including the form of all papers and the validity of all proceedings. In rendering the opinions required above, Messrs. Breed, Abbott & Morgan shall be entitled to rely upon the opinion of J. Paul Greve, Esquire, General Counsel to Sunray, as to such matters of fact and law as they may deem appropriate under the circumstances and as to such matters may state that they have made no independent investigation or examination.

(g) There shall have been received from the Internal Revenue Service a tax ruling reasonably satisfactory to counsel to Sun to the effect that (i) the merger of Sunray into Sun will constitute a reorganization within the meaning of Section 368(a)(1)A of the Internal Revenue Code of 1954 and that Sun and Sunray will each qualify as "a party to a reorganization" within the meaning of Section 368(b) of such Code; (ii) no gain or loss will be recognized to Sunray as a result of the transfer of its properties to Sun upon the merger; (iii) no gain or loss will be recognized to any stockholder of Sunray as a consequence of the exchange of Sunray Common Stock for Sun Cumulative Convertible Preferred Stock pursuant to the merger; (iv) Sun's basis and holding period for all the assets of Sunray will be determined solely with respect to the basis and holding period of such assets in the hands of Sunray; and (v) the Cumulative Convertible Preferred Stock of Sun to be issued pursuant to the merger and to be distributed to the stockholders of Sunray will not constitute "Section 306 stock" to such stockholders or, if it does, such Cumulative Convertible Preferred Stock of Sun will not, because of the provisions of Section 306(b)(4) of the Internal Revenue Code of 1954, be subject to the application of Section 306(a) of such Code. In the absence of such a ruling counsel to Sun shall have rendered an opinion as to the tax effects of the merger in form and substance satisfactory to Sun.

(h) The New York Stock Exchange shall have approved for listing, subject to notice of issuance, the Cumulative Convertible Preferred Stock to be issued by Sun in exchange for Sunray Common Stock pursuant to this Agreement.

(i) The Securities and Exchange Commission shall have indicated, in form and substance satisfactory to Sun and its counsel, that Sun will be permitted to utilize "pooling of interests" accounting treatment in giving effect to the merger on the books of the Surviving Corporation.

(j) The Department of Justice shall have indicated, in form and substance satisfactory to Sun and its counsel, that no action will be taken by such Department to enjoin the consummation of the merger or, in the absence of such indication, the Board of Directors of Sun shall have determined that it is nevertheless desirable to proceed with the merger.

9.10 The obligation of Sunray to consummate and effect the merger hereunder shall be subject to the following conditions:

(a) The representations and warranties of Sun herein contained shall be true as and at the effective date of the merger with the same effect as though made at such date; Sun shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective date of the merger, and shall have delivered to Sunray a certificate, dated the date of the consummation of such merger and signed by its President or a Vice President and its Secretary or an Assistant Secretary or its Treasurer or an Assistant Treasurer, to both such effects.

(b) Subject to the provisions of Article VIII hereof, the holders of not less than two-thirds ($\frac{2}{3}$) of the issued and outstanding shares of Common Stock of Sunray shall have voted in favor of the adoption of this Agreement and the merger contemplated hereby, and the holders of not less than two-thirds ($\frac{2}{3}$) of the issued and outstanding shares of Common Stock of Sun shall have voted in favor of the adoption of this Agreement and the merger contemplated hereby.

(c) All transactions contemplated hereby, and the form and substance of all legal proceedings and of all papers used or delivered hereunder, shall be acceptable to Messrs. Breed, Abbott & Morgan, counsel to Sunray, to the extent requested by Sunray.

(d) The holders of any indebtedness of Sun, to the extent that their consent is required by the pertinent debt instruments, shall have consented to the merger contemplated hereby.

(e) Sunray shall have received an opinion of its counsel that the issuance of Sun's Cumulative Convertible Preferred Stock in exchange for the Common Stock of Sunray will not require registration under the Securities Act of 1933.

(f) Sunray shall have received a favorable opinion, dated as of the effective date of the merger, from Messrs. Pepper, Hamilton & Scheetz, counsel for Sun, in form and substance satisfactory to Sunray and its counsel, to the effect that the corporate existence, good standing, and authorized and issued stock of Sun are as stated in this Agreement; that Sun has taken all corporate actions which are conditions precedent to Sun's obligations under this Agreement; that the shares of Cumulative Convertible Preferred Stock which are to be issued pursuant to the terms of this Agreement will be validly authorized and issued and will be at the time fully paid and non-assessable, and the shares of Common Stock of Sun issuable upon conversions of Cumulative Convertible Preferred Stock are validly authorized and will be fully paid and non-assessable when so issued upon such conversions; that, except as may be specified by said counsel (such exceptions to be acceptable to Sunray) they do not know of any material litigation, proceeding or governmental investigation or labor dispute or labor trouble pending or threatened against or relating to Sun or any of its subsidiaries or its or their property or business; that all corporate and other proceedings required to be taken by or on the part of Sun to authorize and to carry out this Agreement and to effect the merger contemplated hereby have been duly and properly taken and that this Agreement is the valid obligation of Sun, legally binding upon it in accordance with its terms. Such opinion shall also cover such other matters incident to the transaction herein contemplated as Sunray and its counsel shall reasonably request, including the form of all papers and validity of all proceedings.

(g) There shall have been received from the Internal Revenue Service a tax ruling reasonably satisfactory to counsel to Sunray to the effect that (i) the merger of Sunray into Sun will constitute a reorganization within the meaning of Section 368(a)(1)A of the Internal Revenue Code of 1954 and that Sun and Sunray will each qualify as "a party to a reorganization" within the meaning of Section 368(b) of such Code; (ii) no gain or loss will be recognized to Sunray as a result of the transfer of its properties to Sun upon the merger; (iii) no gain or loss will be recognized to any stockholder of Sunray as a consequence of the exchange of Sunray Common Stock for Sun Cumulative Convertible Preferred

Stock pursuant to the merger; and (iv) the Cumulative Convertible Preferred Stock of Sun to be issued pursuant to the merger and to be distributed to the stockholders of Sunray will not constitute "Section 306 stock" to such stockholders or, if it does, such Cumulative Convertible Preferred Stock of Sun will not, because of the provisions of Section 306(b)(4) of the Internal Revenue Code of 1954, be subject to the application of Section 306(a) of such Code. In the absence of such a ruling counsel to Sunray shall have rendered an opinion as to the tax effects of the merger in form and substance satisfactory to Sunray.

(h) The New York Stock Exchange shall have approved for listing, subject to notice of issuance, the Cumulative Convertible Preferred Stock to be issued by Sun in exchange for Sunray Common Stock pursuant to this Agreement.

(i) The Securities and Exchange Commission shall have indicated, in form and substance satisfactory to Sunray and its counsel, that Sun will be permitted to utilize "pooling of interests" accounting treatment in giving effect to the merger on the books of the Surviving Corporation.

(j) The Department of Justice shall have indicated, in form and substance satisfactory to Sunray and its counsel, that no action will be taken by such Department to enjoin the consummation of the merger or, in the absence of such indication, the Board of Directors of Sunray shall have determined that it is nevertheless desirable to proceed with the merger.

ARTICLE X

10.1 This Agreement and the merger may be terminated and abandoned at any time prior to the effective date of the merger:

(a) By mutual consent of the Constituent Corporations.

(b) By Sun, if any of the conditions set forth in paragraph 9.9 hereof have not been met and have not been waived.

(c) By Sunray, if any of the conditions set forth in paragraph 9.10 hereof have not been met and have not been waived.

(d) By Sun, if in its judgment the number of votes not voted for or cast against the merger by the stockholders of either Constituent Corporation, and the potential or maximum liability of the Surviving Corporation which might result from demands from such stockholders for appraisal of or payment for their stock, renders the merger inadvisable or not in the best interest of Sun or of its stockholders.

10.2 An election by a Constituent Corporation to terminate this Agreement and abandon the merger as hereinabove provided or to waive any condition upon the consummation of the merger shall be exercised on behalf of such corporation by a majority of its then duly constituted Board of Directors.

10.3 In the event the merger of Sunray into Sun is not consummated pursuant to this Agreement on or before July 1, 1968, this Agreement shall terminate unless the Boards of Directors of the Constituent Corporations shall have agreed upon an extension of time in which to consummate the merger.

10.4 In the event of the termination and abandonment of this Agreement and the merger pursuant to the foregoing provisions of this Article X, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Corporations or its stockholders or directors or officers in respect thereof.

ARTICLE XI

11.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been signed by a majority of the Board of Directors of each of the Constituent Corporations and each of the Constituent Corporations has caused its corporate seal to be hereunto affixed and attested by the signature of its Secretary or an Assistant Secretary, all as of the day first above written.

Robert J. Dunlop Charles H. Phillips Robert J. Phillips
James J. Sullivan James H. Sullivan James H. Sullivan
Robert T. Phillips James H. Sullivan Charles E. Boyle
Donald R. Phillips James H. Sullivan
 Directors of Sun Oil Company
 (a New Jersey corporation)

(CORPORATE SEAL)

Attest:

James J. Sullivan
James H. Sullivan James H. Sullivan James H. Sullivan
James H. Sullivan James H. Sullivan James H. Sullivan
James H. Sullivan James H. Sullivan James H. Sullivan
James H. Sullivan James H. Sullivan James H. Sullivan
 Directors of Sunray DX Oil Company
 (a Delaware corporation)

(CORPORATE SEAL)

Attest:

James J. Sullivan
 Secretary

EXECUTION OF JOINT AGREEMENT AND PLAN OF MERGER

The following authorized officers of Sun Oil Company and of Sunray DX Oil Company, pursuant to authority granted by their respective Boards of Directors, hereby execute the foregoing Joint Agreement and Plan of Merger and affix thereto their respective corporate seals, all as of the day first above written.

(CORPORATE SEAL)

SUN OIL COMPANY

By

Robert J. Dunlop

Attest:

James J. Sullivan
 (CORPORATE SEAL)

SUNRAY DX OIL COMPANY

By

Paul E. Falcipello

Attest:

James J. Sullivan
 (CORPORATE SEAL)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 20th day of February, 1968, before me, a Notary Public, in and for such County, personally appeared Robert G. Dunlop and Jos. T. Wilson, Jr., who being first duly sworn said that they are respectively the President and Secretary of Sun Oil Company, a New Jersey corporation, and that the foregoing instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors and they acknowledge that the instrument is the respective act, deed and agreement of such corporation and that the facts stated therein are true.



Richard P. Littleton
Notary Public

My Commission Expires: February 1, 1971

STATE OF OKLAHOMA
COUNTY OF TULSA

On this 20th day of February, 1968, before me, a Notary Public, in and for such County, personally appeared Paul E. Taliaferro and Lewis Lacy, who being first duly sworn, said that they are respectively the Chairman of the Board and Secretary of Sunray DX Oil Company, a Delaware corporation, and that the foregoing instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors and they acknowledge that such instrument is the respective act, deed and agreement of such corporation and that the facts stated therein are true.

Dorothy McEwen
Notary Public

My Commission Expires: My Commission Expires
August 30, 1970



CERTIFICATE OF SECRETARY

OF

SUN OIL COMPANY



I, Joe T. Wilson, Jr., Secretary of SUN OIL COMPANY, a New Jersey corporation, hereby certify that the foregoing Joint Agreement and Plan of Merger was approved and executed under the Corporation's seal by a majority of the Directors of such Corporation and was thereupon executed and acknowledged by the President and Secretary of Sun Oil Company under the Corporation's seal; that the Joint Agreement and Plan of Merger was then submitted to the stockholders of such Corporation at the annual meeting thereof called and held on April 16, 1968; that notice thereof was given as required by Section 12-3 of Title 14, Revised Statutes of the State of New Jersey; that at such meeting such Joint Agreement and Plan of Merger was considered and a vote by ballot, in person or by proxy, was taken for the adoption or rejection of the same, each share of stock entitling the holder thereof to one vote; and that the vote of the stockholders representing more than two-thirds of the total number of shares of outstanding stock of such Corporation was in favor of the adoption of such Joint Agreement and Plan of Merger.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Sun Oil Company this 16th day of April, 1968.

(CORPORATE SEAL)

Joe T. Wilson, Jr.
Secretary

CERTIFICATE OF SECRETARY

OF

SUNRAY DX OIL COMPANY

I, Lewis Lacy, Secretary of SUNRAY DX OIL COMPANY, a Delaware corporation, hereby certify that the foregoing Joint Agreement and Plan of Merger was approved and executed under the Corporation's seal by a majority of the Directors of such Corporation and was thereupon executed and acknowledged by the Chairman of the Board and Secretary of Sunray DX Oil Company under the Corporation's seal; that the Joint Agreement and Plan of Merger was then submitted to the stockholders of such Corporation on June 30, 1968 at an adjourned session of the annual meeting of stockholders called and convened on April 22, 1968; that notice thereof was given as required by Sections 251 and 222 of Title 8, Delaware Code; that at the adjourned session such Joint Agreement and Plan of Merger was considered and a vote by ballot, in person or by proxy, was taken for the adoption or rejection of the same, each share of stock entitling the holder thereof to one vote; and that the vote of the stockholders representing more than two-thirds of the total number of shares of outstanding stock of such Corporation was in favor of the adoption of such Joint Agreement and Plan of Merger.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Sunray DX Oil Company this 30th day of June, 1968.



Lewis Lacy
Secretary

EXECUTION OF JOINT AGREEMENT AND PLAN OF MERGER


The following authorized officers of Sun Oil Company and of Sunray DX Oil Company, pursuant to authority granted by their respective stockholders, hereby execute the foregoing Joint Agreement and Plan of Merger and affix thereto their respective corporate seals, all as of the 20 day of June, 1968.

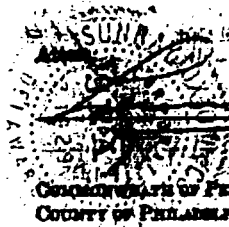
SUN OIL COMPANY

By Robert G. Dunlop

SUNRAY DX OIL COMPANY

By Paul E. Tallaferra


Robert G. Dunlop
(Corporate Seal)


Paul E. Tallaferra
(Corporate Seal)

On this 6th day of May, 1968, before me, a Notary Public, in and for such County, personally appeared Robert G. Dunlop and Wm. T. Wilson, Jr., who being first duly sworn said that they are respectively the President and Secretary of Sun Oil Company, a New Jersey corporation, and that the foregoing instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors and stockholders and they acknowledge that such instrument is the respective act, deed and agreement of such corporation and that the facts stated therein are true.


Richard D. Littleton
Notary Public

My Commission Expires: February 1, 1971

STATE OF OKLAHOMA
COUNTY OF TULSA

On this 20 day of June, 1968, before me, a Notary Public, in and for such County, personally appeared Paul E. Tallaferra and Lewis Leay, who being first duly sworn said that they are respectively the Chairman of the Board and Secretary of Sunray DX Oil Company, a Delaware corporation, and that the foregoing instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors and stockholders and they acknowledge that such instrument is the respective act, deed and agreement of such corporation and that the facts stated therein are true.

Bonny McLean
Notary Public


Bonny McLean
My Commission Expires: 30, 1970

**RESTATED
CERTIFICATE OF INCORPORATION
OF
SUN OIL COMPANY**

First: The name of the Corporation is "SUN OIL COMPANY."

Second: The location of the principal office in the State of New Jersey is at 15 Exchange Place, in the City of Jersey City, County of Hudson. The name of the agent therein and in charge thereof, upon whom process against this Corporation may be served, is The Corporation Trust Company.

Said office is to be the registered office of said Corporation.

Third: The objects for which this Corporation is formed are: To purchase, take on lease, or otherwise acquire, hold, sell, assign, transfer and convey, any mines, coal and mineral, and coal lands and properties in the United States of America and elsewhere, together with the veins or seams of coal, iron ore and other minerals in said lands, and to mine for, explore, work, develop and dispose of said coal and other minerals in said lands.

To design, build, construct, repair, equip, recondition, buy, sell, lease, charter and deal in tankers, boats, vessels and ships of every kind and description, and all parts and accessories thereto; to buy, sell, manufacture, install and deal in engines, boilers, machinery and equipment of every kind and description, and to build, erect, maintain and operate dry docks, water basins and ways, and generally to carry on a shipbuilding, repairing and drydocking business.

To manufacture, buy, sell and deal in drills, derricks, pumps, tanks, stills, cracking plants, refineries, machinery, apparatus and equipment of every kind and description.

To quarry, smelt, refine, amalgamate and prepare for market, ore, metal, minerals and substances of all kinds, to manufacture and sell coke, and to carry on any other operations which may be conducive to any of the Corporation's objects.

To buy, sell, manufacture and deal in minerals, machinery, implements, appliances, conveniences, provisions and things capable of being used in connection with mining operations, or required by workmen and others employed by the Corporation.

To construct, maintain, improve, purchase, lease or otherwise acquire, hold and own, in fee simple or otherwise, manage, work, control and superintend any roads, railways, branches and sidings (other than railways in the State of New Jersey), bridges, reservoirs, water courses, aqueducts, pipe lines for water, oil or gas, wharves, furnaces, mills, crushing works, hydraulic works, factories, warehouses and other works, shops, locomotives, cars, ships and other vessels and all other conveniences and appliances which may be directly or indirectly conducive to any of the objects of the Corporation, and to contribute to, subsidize or otherwise aid or take part in any such operations.

To purchase or otherwise acquire petroleum, oil and gas, and to purchase, take on lease, or otherwise acquire, petroleum oil and gas lands and properties within the United States or elsewhere, and to hold the same either in fee simple, on lease or otherwise; and to purchase, take, hold, own, sell, transfer and convey any interest in such petroleum, oil and gas lands and properties, together with the right to mine for, produce, store, transport, deal in, sell and convey petroleum, oil and gas within the United States and elsewhere; and also refine, and prepare for market such petroleum, oil and gas with the right to transport, store, sell, purchase and deal in the same.

To produce, manufacture, process, blend, buy, sell, deal in, transport, handle and otherwise turn or account or dispose of any and all kinds of chemicals, and any and all kinds of ingredients and compounds.

thereof, and any and all materials of any kind that may be used in or in connection with such manufacture or sale, including, as a part of and incident to such business, mining or other modes of extracting or acquiring raw materials of any kind used in said business, including the sale, utilization and disposition of all surplus or by-products arising from the conduct of said business.

To purchase, lease or otherwise acquire, hold and own in fee simple or otherwise, lands, timberlands, within the United States and elsewhere, with the right to cut, take away, remove, transfer and sell the timber therefrom.

To furnish heat, light and power, or either, by means of electricity, coal, gas, natural gas, or other fuel and means, and in particular for that purpose to construct, lay down, establish, maintain, repair, operate, remove and use all necessary pipe lines, pipes, appliances, conduits, cables, wires, lines, accumulators, lamp, and works, and to produce, generate, accumulate, distribute, and supply heat, light and power, or either to cities, towns, streets, docks, markets, theatres, buildings, and places both public and private, within the United States and elsewhere, with the right to manufacture and deal in all apparatus, appliances and things required for, or capable of being used in connection with the production, generation, distribution, accumulation and supply of heat, light or power.

To carry on the business of manufacturers of iron, steel, tin, glass, cement, brick and fire brick of all kinds, or either, and of all articles, materials and things used in the manufacture and working thereof, and to purchase, lease or otherwise acquire, lands, plants, manufactories and buildings in the States and Territories of the United States and elsewhere, for the erection and establishment of manufactories and workshops with suitable plants, engines and machinery for the purpose of manufacturing, purchasing, selling or otherwise dealing in iron, steel, tin, glass, cement, tile, brick and fire brick, or either, both in the raw material and when made into the finished product, either directly or indirectly, through the medium of agents or otherwise; and also to acquire the good will of any such business and the benefit of all pending contracts and the stock in trade thereof.

To the same extent as a natural person might or could do, to purchase and to otherwise acquire, to hold, mortgage, sell, convey and otherwise dispose of, within or without the State of New Jersey, and in any part of the world, real and personal property, and any interest or right therein; provided, however, that no mortgage covering all the real and personal property of the Corporation shall be authorized by the Board of Directors unless first authorized by vote given in person or by proxy by the holders of at least two-thirds of the entire capital stock of the Corporation at an annual meeting or at a special meeting duly called.

To apply for, obtain, register, purchase, lease, or otherwise acquire, and to hold, own, use, operate, introduce and sell, assign, or otherwise dispose of, any and all trade marks, trade names, and distinctive marks, letters patent and all inventions, improvements and processes used in connection with or secured under letters patent of the United States or elsewhere, or otherwise, and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account, any such trade marks, patents, licenses, concessions, processes and the like, or any such property, rights and information so acquired, and with a view to the working and development of the same, to carry on any business, whether mining, manufacturing, or otherwise, which may directly or indirectly effectuate these objects.

Without in any particular limiting any of the objects and powers of the Corporation, it is hereby expressly declared and provided that the Corporation shall have power to issue bonds and other obligations in payment for property purchased or acquired by it, or for any other object in or about its business; to mortgage or pledge any stocks, bonds or other obligations, or any property which may be acquired by it, to secure any bonds or other obligations, by it issued or incurred; to guarantee any dividends, or bonds, or contracts, or other obligations; to make and perform contracts of any kind and description and in carrying on its business or for the purpose of attaining or furthering any of its objects, to do any and all other acts and things, and to exercise any and all other powers which a copartnership or natural person could do and exercise, and which now or hereafter may be authorized by law.

FOURTH: The total number of shares of capital stock which this Corporation shall have authority to issue is One Hundred Nineteen Million (119,000,000) to be divided into two classes consisting of Nineteen

Million (10,000,000) shares designated as "\$2.25 Cumulative Convertible Preferred Stock," (hereinafter called "Preferred Stock"), no par value, and One Hundred Million (100,000,000) shares designated as "Common Stock," \$1 per value.

The following is a description of each class of capital stock and a statement of the preferences, qualifications, privileges, limitations, restrictions, and other special or relative rights granted to or imposed upon the shares of each class:

PREFERRED STOCK

1. *Dividends.* The holders of shares of Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, dividends at the rate of Two and 25/100 Dollars (\$2.25) per share per year, and no more, payable quarterly on the twentieth day of each March, June, September and December, provided that the first dividend need not be paid earlier than the first of said dates which is at least forty-five (45) days after the effective date of the merger of Sunray DX Oil Company into the Corporation pursuant to a Joint Agreement and Plan of Merger dated February 20, 1968. Such dividends shall be cumulative from the effective date of the merger in the case of shares of Preferred Stock which become outstanding on the effective date of the merger by conversion of shares of Common Stock of Sunray DX Oil Company pursuant to said Joint Agreement and Plan of Merger and also in the case of shares of Preferred Stock issued after the effective date of the merger and on or before the record date for the determination of holders of Preferred Stock entitled to receive the first dividend paid after the effective date of the merger. In the case of other shares of Preferred Stock, such dividends shall be cumulative from the quarterly dividend payment date next preceding the date of issue of each share; provided, that (a) if the date of issue is a quarterly dividend payment date or a date between the record date for the determination of holders of Preferred Stock entitled to receive a quarterly dividend and the date of payment of such quarterly dividend, such dividends shall be cumulative from such quarterly dividend payment date, and (b) if any shares of Preferred Stock are issued at a time when cumulative dividends are in arrears on previously issued shares of Preferred Stock, dividends on such newly issued shares shall be cumulative and shall accrue in amount equal to the dividends accrued and unpaid on such previously issued shares of Preferred Stock. If the effective date of the merger shall fall within a quarterly dividend payment period (hereinafter "Sunray dividend period") for which a dividend on the Sunray DX Oil Company Common Stock is declared and paid, the first dividend payable on the Preferred Stock shall be deemed paid in an amount equal to the pro rata share of the dividend paid on the Sunray DX Oil Company Common Stock allocable to the period from the effective date of the merger to the end of said Sunray dividend period. If the effective date of the merger shall fall within a Sunray dividend period for which a dividend on the Sunray DX Oil Company Common Stock is not paid, the first dividend payable on the Preferred Stock shall be increased by an amount equal to the pro rata share of the regular quarterly dividend of thirty-seven and one-half cents (\$0.375) on the Sunray DX Oil Company Common Stock allocable to the period from the beginning of such Sunray dividend period to the effective date of the merger. In case dividends for any quarterly dividend period with respect to the Preferred Stock are not paid in full, all shares of Preferred Stock and all shares of any other class of stock of the Corporation ranking as to dividends on a parity with the Preferred Stock shall participate ratably in the payment of dividends for such period in proportion to the full amounts of dividends for such period to which they are respectively entitled. No dividends or other distributions, whether in cash or property other than Common Stock, shall be paid or set apart for payment or declared on the Common Stock or on any other class of stock of the Corporation ranking as to dividends subordinate to the Preferred Stock, and no payment shall be made with respect to any purchase or acquisition of, or to any sinking fund with respect to, any shares of any class of stock of the Corporation ranking as to dividends or assets on a parity with, or subordinate to, the Preferred Stock, until dividends payable for all past quarterly dividend periods on all outstanding shares of Preferred Stock have been paid, or declared and set apart for payment, in full.

2. *Liquidation of the Corporation.* In the event of voluntary liquidation of the Corporation, the holders of shares of Preferred Stock shall be entitled to receive from the assets of the Corporation (whether capital or surplus), prior to the payment to the holders of Common Stock or any class of stock of the Corporation ranking as to assets subordinate to the Preferred Stock, the sum of Fifty-Five

Dollars (\$52.00) for each share thereof, plus an amount equal to the accrued and unpaid dividends thereon computed to the date on which payment thereof is made available, whether or not earned or declared. In the event of involuntary liquidation of the Corporation, the holders of shares of Preferred Stock shall be entitled to receive from the assets of the Corporation (whether capital or surplus), prior to any payment to the holders of Common Stock or of any other class of stock of the Corporation ranking as to assets subordinate to the Preferred Stock, the sum of Fifty-Two Dollars (\$52.00) for each share thereof, plus an amount equal to the accrued and unpaid dividends thereon computed to the date on which payment thereof is made available, whether or not earned or declared. After such payments to the holders of shares of Preferred Stock, any balance then remaining shall be paid to the holders of the Common Stock or of any other class of stock of the Corporation ranking as to assets subordinate to the Preferred Stock, as they may be entitled. If, upon liquidation of the Corporation, its assets are not sufficient to pay in full the amount so payable to the holders of shares of Preferred Stock, all shares of Preferred Stock and all shares of any other class of stock of the Corporation ranking on a parity with the Preferred Stock shall participate ratably in the distribution of assets in proportion to the full amount to which they are entitled.

2. *Redemption and Acquisition.* There shall be no right or power in the Corporation prior to June 1, 1975, to redeem the whole or any part of the Preferred Stock. On or after June 1, 1975, the Corporation, at its option to be exercised by its Board of Directors, may redeem the whole or any part of the Preferred Stock at any time, or from time to time, at a price for each share thereof equal to the redemption prices set out herein plus an amount equal to the accrued and unpaid dividends thereon computed to the date fixed for redemption, whether or not earned or declared; provided, that the foregoing option to redeem a part of the Preferred Stock, otherwise than by redemption of all shares of Preferred Stock, may be exercised only if dividends payable for all past quarterly dividend periods on all outstanding shares of Preferred Stock have been paid, or declared and set apart for payment, in full. If at any time less than all of the Preferred Stock then outstanding is to be called for redemption, the shares to be redeemed may be selected by lot or by such other equitable method as the Board in its discretion may determine. Notice of every redemption, stating the redemption date, the redemption price, and the place of payment thereof, shall be given by mailing a copy of such notice at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the holders of record of the shares of Preferred Stock to be redeemed at their addresses as the same shall appear on the books of the Corporation. The Corporation, upon mailing notice of redemption as aforesaid or upon irrevocably authorizing the bank or trust company hereinafter mentioned to mail such notice, may deposit or cause to be deposited in trust with a bank or trust company in the City of Philadelphia, Commonwealth of Pennsylvania, or in the Borough of Manhattan, City and State of New York, an amount equal to the redemption price of the shares to be redeemed plus accrued and unpaid dividends thereon, which amount shall be payable to the holders of the shares to be redeemed upon surrender of certificates therefor on or after the date fixed for redemption or prior thereto if so directed by the Board. Upon such deposit, or if no such deposit is made, then from and after the date fixed for redemption unless the Board shall default in making payment of the redemption price plus accrued and unpaid dividends upon surrender of certificates as aforesaid, the shares called for redemption shall cease to be outstanding and the holders thereof shall cease to be stockholders with respect to such shares and shall have no interest in or claim against the Corporation with respect to such shares other than the right to receive the redemption price plus accrued and unpaid dividends from such bank or trust company or from the Corporation, as the case may be, without interest thereon, upon surrender of certificates as aforesaid; provided, that conversion rights of shares called for redemption shall terminate at the close of business on the business day prior to the date fixed for redemption. Any funds so deposited which shall not be required for such redemption because of the exercise of conversion rights subsequent to the date of such deposit shall be returned to the Corporation. In case any holder of shares of Preferred Stock which have been called for redemption shall not, within six (6) years after the date of such deposit, have claimed the amount deposited with respect to the redemption thereof, such bank or trust company, upon demand, shall pay over to the Corporation such unclaimed amount and shall thereupon be relieved of all responsibility in respect thereof to such holder, and thereafter such holder shall look only to the Corporation for payment thereof. Any interest which

may accrue on funds so deposited shall be paid to the Corporation from time to time. Upon redemption by the Corporation on or after June 1, 1975, the redemption price per share of Preferred Stock shall be as follows:

On or after June 1, 1975, but before June 1, 1976	\$80.00
On or after June 1, 1976, but before June 1, 1977	\$68.00
On or after June 1, 1977, but before June 1, 1978	\$68.00
On or after June 1, 1978	\$67.00

The Corporation shall have the right from time to time from the date of issue to acquire Preferred Stock at a price not in excess of Sixty Dollars (\$60) per share or the redemption price thereof in effect on the date of acquisition if less than Sixty Dollars; provided, that unless dividends payable for all past quarterly dividend periods on all outstanding shares of Preferred Stock have been paid, or declared and set apart for payment, in full, the Corporation shall not acquire for value any shares of Preferred Stock except in accordance with an offer (which may not vary as to terms offered with respect to different shares of Preferred Stock) made in writing and otherwise as determined by the Board of Directors, to all holders of record of shares of Preferred Stock.

Preferred Stock redeemed or acquired as provided herein shall not be reissued and the Board of Directors shall take appropriate action from time to time to effect reduction in the number of shares of Preferred Stock which the Corporation is authorized to issue.

4. *Conversion Rights.* (a) Shares of Preferred Stock may at any time after the date of issue, at the option of the holder, be converted into Common Stock of the Corporation (as such shares may be constituted on the conversion date) at the rate of sixty-five hundredths (0.65) of a share of Common Stock for each share of Preferred Stock, subject to adjustment as provided herein; provided, that, as to any shares of Preferred Stock which shall have been called for redemption, the conversion right shall terminate at the close of business on the business day prior to the date fixed for redemption unless default shall be made in the payment of the redemption price plus accrued and unpaid dividends.

(b) The holder of a share or shares of Preferred Stock may exercise the conversion rights as to any thereof by delivering to the Corporation during regular business hours, at the office of any transfer agent of the Corporation for the Preferred Stock or at such other place as may be designated by the Corporation, the certificate or certificates for the shares to be converted, duly endorsed or assigned in blank or to the Corporation (if required by it), accompanied by written notice stating that the holder elects to convert such shares and stating the name or names (with address) in which the certificate or certificates for Common Stock are to be issued. Conversion shall be deemed to have been effected on the date when such delivery is made, and such date is referred to herein as the "conversion date." As promptly as practicable thereafter the Corporation shall issue and deliver to or upon the written order of such holder, at such office or other place designated by the Corporation, a certificate or certificates for the number of full shares of Common Stock to which he is entitled and a check, cash, scrip certificate or other adjustment in respect of any fraction of a share as provided in subparagraph 4(d) below. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a holder of Common Stock of record on the conversion date unless the transfer books of the Corporation are closed on that date, in which event he shall be deemed to have become a holder of Common Stock of record on the next succeeding date on which the transfer books are open, but the conversion rate shall be that in effect on the conversion date.

(c) No payment or adjustment shall be made for dividends accrued on any shares of Preferred Stock converted or for dividends on any shares of Common Stock issuable on conversion, but until all dividends accrued and unpaid on such Preferred Stock up to the quarterly dividend payment date next preceding the conversion date shall have been paid to the holder of the shares of Preferred Stock converted or to his assigns, or declared and set apart for such payment, in full, no dividend shall be paid or set apart for payment or declared on the Common Stock or on any other class of stock of the Corporation making as to dividends subordinate to the Preferred Stock and no payment

shall be made with respect to any purchase or acquisition of, or to any sinking fund with respect to, any class of stock of the Corporation ranking as to dividends or assets on a parity with or subordinate to the Preferred Stock.

(d) The Corporation shall not be required to issue any fraction of a share upon conversion of any share or shares of Preferred Stock. If more than one share of Preferred Stock shall be surrendered for conversion at one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the total number of shares of Preferred Stock so surrendered. If any fractional interest in a share of Common Stock would be deliverable upon conversion, the Corporation shall make an adjustment therefor in cash unless its Board of Directors shall have determined to adjust fractional interests by issuance of scrip certificates or in some other manner. Adjustment in cash shall be made on the basis of the current market value of one share of Common Stock, which shall be taken to be the last reported sale price of the Corporation's Common Stock on the New York Stock Exchange on the last business day before the conversion date, or, if there was no reported sale on that day, the average of the closing bid and asked quotations on that Exchange on that day or, if the Common Stock was not then listed on the Exchange, the average of the lowest bid and the highest asked quotations in the over-the-counter market on that day.

(e) The issuance of Common Stock on conversion of Preferred Stock shall be without charge to the converting holder of Preferred Stock for any fee, expense or tax in respect of the issuance thereof, but the Corporation shall not be required to pay any fee, expense or tax which may be payable in respect of any transfer involved in the issuance and delivery of shares in any name other than that of the holder of record on the books of the Corporation of the shares of Preferred Stock converted, and the Corporation shall not, in any such case, be required to issue or deliver any certificate for shares of Common Stock unless and until the person requesting the issuance thereof shall have paid to the Corporation the amount of such fee, expense or tax or shall have established to the satisfaction of the Corporation that such fee, expense or tax has been paid.

(f) The conversion rate provided in subparagraph 4(a) shall be subject to the following adjustments, which shall be made to the nearest one-thousandth of a share of Common Stock or, if none, to the next lower one-thousandth:

(i) If the Corporation shall pay to the holders of its Common Stock a dividend in shares of Common Stock or in securities convertible into Common Stock, the conversion rate in effect immediately prior to the record date fixed for the determination of the holders of Common Stock entitled to such dividend shall be proportionately increased, effective at the opening of business on the next following full business day.

(ii) If the Corporation shall split the outstanding shares of its Common Stock into a greater number of shares or combine the outstanding shares into a smaller number, the conversion rate in effect immediately prior to such action shall be proportionately increased in the case of a split or decreased in the case of a combination, effective at the opening of business on the full business day next following the day such action becomes effective.

(iii) If the Corporation shall issue to the holders of its Common Stock as a class rights or warrants to subscribe for or purchase shares of its Common Stock at a price less than the Current Market Price (as defined below in this subparagraph) of the Corporation's Common Stock at the record date fixed for the determination of the holders of Common Stock entitled to such rights or warrants, the conversion rate in effect immediately prior to said record date shall be increased, effective at the opening of business on the next following full business day, to an amount determined by multiplying such conversion rate by a fraction the numerator of which is the number of shares of Common Stock of the Corporation outstanding immediately prior to said record date plus the number of additional shares of its Common Stock offered for subscription or purchase and the denominator of which is said number of shares outstanding immediately prior to said record date plus the number of shares of Common Stock of the Corporation which the aggregate subscription or purchase price of the total number of shares so offered would purchase at the Current Market Price of the Corporation's Common Stock at said record date. As used in this subpara-

graph 4(f)(iii) the term "Current Market Price" at said record date shall mean the average of the daily last reported sale prices per share of the Corporation's Common Stock on the New York Stock Exchange during the twenty (20) consecutive full business days commencing with the thirtieth (30th) full business day before said record date, provided that if there was no reported sale on any such day or days there shall be substituted the average of the closing bid and asked quotations on that Exchange on that day, and provided further that if the Common Stock was not listed on that Exchange on any such day or days there shall be substituted the average of the lowest bid and the highest asked quotations in the over-the-counter market on that day.

(iv) If the Corporation shall distribute to the holders of its Common Stock any evidences of its indebtedness, or any rights or warrants to subscribe for any security other than its Common Stock, or any other assets (excluding dividends and distributions in cash to the extent permitted by law), the conversion rate in effect immediately prior to the record date fixed for the determination of the holders of Common Stock entitled to such distribution shall be increased, effective at the opening of business on the next following full business day, to an amount determined by multiplying such conversion rate by a fraction the numerator of which is the Current Market Price (as defined in subparagraph 4(f)(iii)) of the Corporation's Common Stock at said record date and the denominator of which is such Current Market Price less the fair market value (as determined by the Board of Directors, whose determination, in the absence of fraud, shall be conclusive) of the amount of evidences of indebtedness, rights or warrants, or other assets (excluding cash dividends and distributions as aforesaid) so distributed which is applicable to one share of Common Stock. Notwithstanding the preceding sentence, if such fair market value in the case of a particular distribution is less than Two Dollars (\$2.00), the increase in the conversion rate shall be postponed and the amount of such fair market value shall be carried forward and applied as provided hereinbelow. Whenever the amounts of fair market value so being carried forward plus any similar amount determined in connection with a particular distribution aggregate Two Dollars (\$2.00) or more, the conversion rate in effect immediately prior to the record date fixed for the determination of the holders of Common Stock entitled to such particular distribution shall be increased, effective at the opening of business on the next following full business day, by the aggregate of the increases in the conversion rate which were so postponed plus the increase resulting from such particular distribution. If the corporation shall pay to the holders of its Common Stock a dividend in shares of Common Stock or if it shall split or combine the outstanding shares of its Common Stock, the amount of Two Dollars (\$2.00) referred to in this subparagraph 4(f)(iv) (as theretofore increased or decreased) shall forthwith be proportionately decreased in the case of a stock dividend or split or increased in the case of a combination, so as appropriately to reflect the same.

No adjustment of the conversion rate provided in subparagraph 4(a) shall be made by reason of the issuance of Common Stock for cash except as provided in subparagraph 4(f)(iii), or by reason of the issuance of Common Stock for property or services; provided, that no such issuance of Common Stock for cash, property or services shall be made unless the Board of Directors shall first have made a determination that the consideration to be received with respect to any such issuance of Common Stock is fair and reasonable under the particular circumstances. Whenever the conversion rate is adjusted pursuant to this subparagraph 4(f) the Corporation shall promptly place on file at the office of each of its transfer agents for the Preferred Stock a statement signed by the Chairman of the Board, the President or a Vice President of the Corporation and by its Treasurer or an Assistant Treasurer showing in detail the facts requiring such adjustment and the conversion rate after such adjustment, and shall make such statement available for inspection by stockholders of the Corporation.

(g) In case of any reclassification or change of the outstanding shares of Common Stock of the Corporation (except a split or combination of shares) or in case of any consolidation or merger to which the Corporation is a party (except a merger in which the Corporation is the surviving corporation and which does not result in any reclassification of or change in the outstanding Common Stock of the Corporation except a split or combination of shares) or in case of any sale or conveyance to another corporation of all or substantially all of the property of the Corporation, effective pre-

vision shall be made by the Corporation or by the successor or purchasing corporation (i) that the holder of each share of Preferred Stock then outstanding shall thereafter have the right to convert such share into the kind and amount of stock and other securities and property receivable upon such reclassification, change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock of the Corporation into which such share of Preferred Stock might have been converted immediately prior thereto, and (ii) that there shall be subsequent adjustments of the conversion rate which shall be equivalent, as nearly as practicable, to the adjustments provided for in subparagraph 4(f) above. The provisions of this subparagraph 4(g) shall similarly apply to successive reclassifications, changes, consolidations, mergers, sales or conveyances.

(h) Shares of Common Stock issued on conversion of shares of Preferred Stock shall be issued as fully paid shares and shall be non-assessable by the Corporation. The Corporation shall at all times reserve and keep available, free from preemptive rights, for the purpose of effecting the conversion of Preferred Stock, such number of its duly authorized shares of Common Stock as shall be sufficient to effect the conversion of all outstanding shares of Preferred Stock.

(i) Shares of Preferred Stock converted as provided herein shall not be reissued and the Board of Directors shall take appropriate action from time to time to effect reductions in the number of shares of Preferred Stock which the Corporation is authorized to issue.

5. Voting Rights. (a) Each holder of record of Preferred Stock shall have the right to one-quarter ($\frac{1}{4}$) of one vote for each share of Preferred Stock standing in his name on the books of the Corporation and shall be entitled to notice of any meeting of stockholders of the Corporation and to participate in any such meeting in the manner provided for holders of shares of Common Stock of the Corporation under any applicable law, provision of the Certificate of Incorporation or by-law. Except as required by law or as otherwise specifically provided in this Article Fourth, the holders of Preferred Stock and the holders of Common Stock shall vote together as one class.

(b) If the Corporation shall have failed to pay, or declare and set apart for payment, dividends on all outstanding shares of Preferred Stock in an amount equal to six quarterly dividends upon such shares, the number of Directors of the Corporation shall be increased by two at the first annual meeting of the stockholders of the Corporation held thereafter, and at such meeting and at each subsequent annual meeting until dividends payable for all past quarterly dividend periods on all outstanding shares of Preferred Stock shall have been paid, or declared and set apart for payment, in full, the holders of the shares of Preferred Stock shall have the right, voting as a class, to elect such two additional members of the Board of Directors to hold office for a term of one year; provided, that the right to vote as a class upon the election of such two additional Directors shall not limit the right of holders of Preferred Stock to vote upon the election of all other Directors and upon other matters in accordance with subparagraph 5(a). Upon such payment, or such declaration and setting apart for payment, in full, the terms of the two additional Directors so elected shall forthwith terminate, and the number of Directors of the Corporation shall be reduced by two and such additional voting right of the holders of shares of Preferred Stock shall cease, subject to increase in the number of Directors as aforesaid and to revesting of such voting right in the event of each and every additional failure in the payment of dividends in an amount equal to six quarterly dividends as aforesaid.

6. Action by Corporation Requiring Approval of Preferred Stock. (a) The Corporation shall not, without the affirmative vote at a meeting, or the written consent with or without a meeting, of the holders of at least two-thirds ($\frac{2}{3}$) of the then outstanding Preferred Stock:

(i) change the preferences, qualifications, privileges, limitations, restrictions, or other special or relative rights granted to or imposed upon the shares of Preferred Stock in any respect adverse to the holders thereof; or

(ii) create or increase the authorized number of shares of any class of stock ranking as to dividends or assets prior to the Preferred Stock.

(b) The Corporation shall not, without the affirmative vote at a meeting, or the written consent with or without a meeting, of the holders of a majority of the then outstanding Preferred Stock:

(i) increase the authorized number of shares of Preferred Stock, or create or increase the authorized number of shares of any class of stock ranking as to dividends or assets on a parity with the Preferred Stock, or issue any shares of the Preferred Stock except upon conversion or exchange of shares of Sunray DX Oil Company Common Stock or in satisfaction of rights existing pursuant to the Sunray DX Oil Company Stock Option Plans and Incentive Plan; or

(ii) become a party to a merger or consolidation unless the surviving or resulting corporation will have immediately after such merger or consolidation no stock either authorized or outstanding (except such stock of the Corporation as may have been authorized or outstanding immediately before such merger or consolidation or such stock of the surviving or resulting corporation as may be issued upon conversion thereof or in exchange thereof) ranking as to dividends or assets prior to or on a parity with the Preferred Stock or the stock of the surviving or resulting corporation issued upon conversion thereof or in exchange thereof.

COMMON STOCK

Each holder of record of Common Stock shall have the right to one (1) vote for each share of Common Stock standing in his name on the books of the Corporation. Except as required by law or as otherwise specifically provided in this Article Fourth, the holders of Preferred Stock and holders of Common Stock shall vote together as one class.

PREEMPTIVE RIGHTS

Neither the holders of Preferred Stock nor the holders of Common Stock shall have any preemptive rights, and the Corporation shall have the right to issue and to sell to any person or persons any shares of its capital stock or any option rights or any securities having conversion or option rights, without first offering such shares, rights or securities to any holders of the Preferred Stock or the Common Stock.

FIFTH: The duration of the corporation shall be perpetual.

SIXTH: The number of Directors of the Corporation shall be fixed from time to time by the by-laws, but shall not be fixed at less than five (5). The number of the Directors may be increased or diminished (but not to less than five), as may from time to time be provided in the by-laws. In case of any increase in the number of Directors, the additional Directors shall be elected as may be provided in the by-laws, either by the Directors or by the stockholders.

The Board of Directors shall have power to hold its meetings, to have one or more offices, and to keep the books of the Corporation (except as otherwise provided by law), outside of the State of New Jersey, at such places as may be from time to time designated by them.

Any officer elected or appointed by the Board of Directors may be removed at any time by affirmative vote of a majority of the whole Board of Directors.

The Board of Directors, by the affirmative vote of a majority of the whole Board, may appoint from the Directors an Executive Committee, of which a majority shall constitute a quorum, and to such extent as shall be provided in the by-laws such Committee shall have and may exercise all or any of the powers of the Board of Directors, including the power to cause the seal of the Corporation to be affixed to all papers that may require it.

The Board of Directors, by the affirmative vote of a majority of the whole Board, may appoint any other standing committees, and such standing committees shall have and may exercise such powers as shall be conferred or authorized by the by-laws.

The Board of Directors may appoint not only other officers of the Corporation, but also one or more Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, and the persons so appointed respectively to the extent provided in the by-laws may exercise such powers and perform such duties as shall be allotted to them by the Board of Directors.

The Board of Directors shall have power from time to time to fix and to determine and to vary the amount of the working capital of the Corporation and to direct and determine the use and disposition of any surplus or net profits over and above the capital stock paid in.

The Board of Directors may, with the approval of the holders of two-thirds (2/3) in amount of the capital stock of the Corporation at the time outstanding, sell or transfer all of the assets and business of the Corporation of every kind and character to a new corporation formed or to be formed under the laws of the State of New Jersey, or any other State, in exchange for the assumption by such new corporation of all obligations of this Corporation and the issue of such number of shares of stock of such new corporation with or without nominal or par value for each share of stock of this Corporation with or without nominal or par value as shall be approved by the Board of Directors.

There shall be no obligation upon the Directors to declare dividends on any date or in any month specified by statute. In the absence of by-laws regulating or fixing the date of declaration and payment of dividends the Board of Directors may declare and pay dividends among the stockholders out of the earnings of the Corporation applicable thereto, and said dividends shall be of such amounts and declared and paid at such times as shall be fixed by the Board of Directors in their discretion.

The Board of Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation, or any of them shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any account or book or document of the Corporation except as conferred by statute or authorized by the Board of Directors or by resolution of the stockholders.

Subject always to alteration and repeal by the stockholders, and to by-laws made by the stockholders, the Board of Directors may make by-laws and from time to time may alter, amend or repeal any by-laws; and any by-laws made by the Board of Directors may be so altered or repealed by the stockholders at any annual meeting or at any special meeting, provided notice of such proposed alteration or repeal be included in the notice of the special meeting.

APPENDIX B

BY-LAWS

OF

SUN OIL COMPANY

ARTICLE I

Directors

SECTION 1. There shall be a Board of Directors consisting of sixteen members, who shall be elected at the annual meeting of the stockholders; they shall hold office for one year and until their successors are duly elected and qualified.

Such election shall be conducted by two inspectors appointed by the presiding officer of the meeting, which inspectors shall be duly sworn, and shall in writing certify to the returns; but no person who is a candidate for the office of director shall act as inspector, judge or clerk of such election.

If the office of any director becomes vacant, the remaining directors, by a majority vote, may decline to fill the vacancy or may elect a successor, who shall hold office for the unexpired term, and until his successor is elected, or if the number of directors is at any time increased, the existing directors may by majority vote elect the additional director or directors who shall hold office until the next annual meeting of the stockholders and until his or their successors are elected.

SECTION 2. In addition to the powers and authorities vested in the Board of Directors by the Certificate of Incorporation or granted in these by-laws, the Board of Directors may provide that any present or future director or officer of the corporation or the legal representative of any such director or officer shall be indemnified by the corporation against reasonable costs, expenses and counsel fees paid or incurred in connection with any action, suit or proceeding to which such director or officer or their legal representative may be made a party by reason of his being or having been such director or officer or legal representative to the extent and in the manner provided by the statutes of the State of New Jersey, and from time to time the Board of Directors may provide for such other and further indemnification of such officers and directors by the corporation to the extent and in a manner consistent with the statutes of the State of New Jersey then in force.

ARTICLE II

Officers

SECTION 1. The Board of Directors shall immediately after the adjournment of the annual meeting, or as soon thereafter as possible, meet for organization, and choose a Chairman of the Board of Directors, a Deputy Chairman of the Board of Directors, a President, one or more Executive Vice Presidents, one or more Vice Presidents, a Secretary and one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers, and a Comptroller and one or more Assistant Comptrollers, and such subordinate officers as the Board of Directors may, from time to time, create; provided, however, that the offices of Deputy Chairman, Assistant Secretary, Assistant Treasurer, and Assistant Comptroller may or may not be filled, at the pleasure of the Board of Directors. Of the officers as chosen by the Board of Directors, the Chairman of the Board of Directors, the Deputy Chairman of the Board of Directors, and the President shall be chosen from among the Directors.

The offices of Secretary, Treasurer and Comptroller and the offices of Assistant Secretary, Assistant Treasurer and Assistant Comptroller respectively may be held by the same person at the discretion of the Board. The Secretary, Treasurer and Comptroller may within the discretion of the Board of Directors also be designated as Executive Vice Presidents or Vice Presidents of the corporation.

All of said officers shall hold their offices at the pleasure of the Board.

ARTICLE III

Chairman and Deputy Chairman of the Board of Directors

SECTION 1. The Chairman of the Board of Directors shall preside at all meetings of the stockholders and the Board of Directors, and he shall perform such other duties as the Board of Directors may from time to time bestow upon him.

SECTION 2. The Deputy Chairman of the Board of Directors shall preside at all meetings of the stockholders and the Board of Directors in the absence of the Chairman of the Board of Directors or during any disability on the part of the Chairman to act, and he shall perform such other duties as the Board of Directors may from time to time bestow upon him.

ARTICLE IV

President

SECTION 1. The President shall have supervision and control of the policies of the corporation, subject to the action taken by the Board of Directors and its Executive Committee; shall be the chief executive officer of the corporation; shall have general supervision and direction of all departments of the corporation's services; shall ex officio be a member of all standing committees; and shall perform all duties incidental to his office. He may delegate any of his powers to the Executive Vice Presidents or the Vice Presidents.

It shall be the duty of the President, subject to the approval of the Board of Directors, to fix from time to time the salaries of all the officers and managers of departments of the corporation.

The President shall from time to time report his actions to the Board of Directors and the Executive Committee and shall freely consult with the Chairman of the Board of Directors as to all matters in his charge. In the absence of the Chairman of the Board of Directors and the Deputy Chairman or during any disability on their parts to act, the President may act in their place.

ARTICLE V

Executive Vice Presidents

SECTION 1. The Executive Vice Presidents shall in the absence of the President perform the duties of the President and perform such other duties as shall, from time to time, be imposed upon them by the Board. The performance of any duty by an Executive Vice President shall be conclusive evidence of his right to act.

ARTICLE VI

Vice Presidents

SECTION 1. The Vice Presidents shall perform such duties as shall, from time to time, be imposed upon them by the Board. The performance of any such duty by a Vice President shall be conclusive evidence of his right to act.

ARTICLE VII

Secretary

SECTION 1. The Secretary shall keep minutes of all meetings of the Board of Directors and of the stockholders, and shall give all notices of meetings of the stockholders and of the Board of Directors. He shall have custody of all deeds, contracts, agreements, and other records, except as otherwise provided in them by-laws or by the Board of Directors, and shall attend to such correspondence of the corporation as the Board of Directors shall direct. He shall be the custodian of the seal of the corporation and shall affix it to any instrument requiring the same, except as otherwise provided herein or by the Board of Directors; and shall be sworn to the faithful discharge of his duties.

ARTICLE VIII

Assistant Secretary

SECTION 1. The Assistant Secretary shall, during the absence of the Secretary, perform all of the duties of the Secretary, and his performance thereof shall be conclusive evidence of his right to act.

ARTICLE IX

Treasurer

SECTION 1. The Treasurer shall be the chief financial officer of the corporation and shall have charge of all receipts and disbursements of the corporation, and shall be the custodian of the corporation's funds. He shall have full authority to receive and give receipts for all moneys due and payable to the corporation from any source whatever, and to endorse checks, drafts and warrants in its name and on its behalf. He shall deposit the funds of the corporation in its name in such depositories as may be designated by him or by the Board of Directors. The Treasurer shall also sign all checks, notes and drafts. He shall be charged with the general administration of the corporation's policies and procedures relating to credits and collections.

ARTICLE X

Assistant Treasurer

SECTION 1. The Assistant Treasurer shall, during the absence of the Treasurer, perform all of the duties of the Treasurer. His performance of any of the duties of the Treasurer shall be conclusive evidence of his right to act.

ARTICLE XI

Comptroller

SECTION 1. The Comptroller shall be the chief accounting officer of the corporation and shall arrange for the keeping of adequate records of all assets, liabilities, and transactions of the corporation. He shall provide for the establishment of internal controls and see that adequate audits are currently and regularly made. He shall arrange for the assembling of the information and the preparation of the returns for income, excise, and pay-roll taxes. He shall submit to the Chairman of the Board of Directors or the President, whenever requested by them, statements of the accounts of the corporation and the results of the operations thereof. In conjunction with other officers and department heads, he shall initiate and enforce measures and procedures whereby the business of the corporation shall be conducted with the maximum safety, efficiency, and economy. He shall attend all meetings of the Board of Directors.

ARTICLE XII

Assistant Comptroller

SECTION 1. The Assistant Comptroller shall, during the absence of the Comptroller, perform all of the duties of the Comptroller, and his performance thereof shall be conclusive evidence of his right to act.

ARTICLE XIII

Meetings

SECTION 1. The annual meeting of the stockholders for the election of directors for the ensuing year and for the transaction of such other business as may be properly brought before the meeting shall be held on the 3rd Tuesday in April in each and every year in the City of Philadelphia, Commonwealth of Pennsylvania; the County of Delaware, Commonwealth of Pennsylvania; the City of Tulsa, State of Oklahoma; the City of Dallas, State of Texas; or the City of Toledo, State of Ohio, at such place within one of said municipalities and at such hour as may be designated from time to time by the Board of Directors and stated in the notice of the meetings.

Each share of stock with voting power shall be entitled to the number of votes provided in the Certificate of Incorporation for stock of that class, which vote may be given either in person or by proxy, but no

proxy shall be voted on after three years from its date, nor shall any share of stock be voted on at any election which has been transferred on the books of the corporation subsequent to the record date fixed by the Board of Directors for stockholders entitled to vote at such meeting.

All elections for directors shall be by ballot, and the poll at every election shall remain open at least one hour, unless all of the stockholders with voting power are present in person or by proxy and have sooner voted, or unless all the stockholders with voting power waive this provision in writing.

SECTION 2. Special meetings of the stockholders may be called at any time by the President, or by the order of the Board of Directors or upon the written request of the holders of twenty-five (25) per cent of the capital stock with voting power outstanding at the time.

Unless waived, ten (10) days' notice of all stockholders' meetings, either annual or special, shall be given by the Secretary either personally or by mailing a notice addressed to each stockholder entitled to vote at his last post office address given on the books of the corporation.

Special meetings shall be held at such places as are authorized and provided in the first paragraph of Section 1 of this Article XIII.

SECTION 3. Immediately following their election at the annual meeting of the stockholders, the Board of Directors shall meet for the purpose of organization. Regular meetings of the Board of Directors thereafter may be held at such times and at such places as the Board may by resolution determine.

Special meetings of the Board of Directors may be called at any time by the Chairman of the Board of Directors, the Deputy Chairman, the President of the corporation, or upon the written request of a majority of the directors.

No notice shall be required of the meeting of the Board of Directors for the purpose of organization or for the regular meetings fixed as aforesaid, but at least forty-eight (48) hours' notice shall be given by mail or telegraph of all special meetings of the directors, but this notice may be waived at any time in writing or by telegraph. A meeting of the Board of Directors may be held without notice at any time when all of the directors are present.

At all meetings of the Board of Directors, a majority of the directors in office shall constitute a quorum for the transaction of business.

ARTICLE XIV

Committees

SECTION 1. At the first meeting of the Board of Directors following the annual stockholders' meeting, an Executive Committee of eight members shall be appointed. The members of the Committee shall include the Chairman of the Board of Directors, the Deputy Chairman and the President of the corporation. The remaining five members shall be elected from the members of the Board, and the Chairman of the Executive Committee shall be designated, by a majority of the whole Board. The Executive Committee may within its discretion exercise all or any of the powers of the Board of Directors in the management of the business, affairs and property of the corporation during the intervals between the meetings of the directors.

The Executive Committee need not hold its meetings at any particular place or time, but such meetings shall only be held upon reasonable notice to the members of the Committee. A majority of the Executive Committee shall be a quorum.

SECTION 2. The Board of Directors may appoint such other standing or special committees, and officers therefor, as it may deem proper, and may delegate to such committees any of the powers possessed by the Board which may be required by such committees in carrying out the purposes for which they are appointed.

SECTION 3. Committees shall be responsible to the full Board of Directors and shall report upon the exercise of their powers and duties at each regular meeting of the Board of Directors, or when called upon by the Board.

SECTION 4. A majority of any committee shall have power to act.

ARTICLE XV

Stock

SECTION 1. *Certificates.* Certificates evidencing the ownership of the shares of stock of the corporation of any class shall be issued to those entitled to them by transfer and otherwise. Each certificate for preferred stock and common stock shall bear a distinguishing number, the signature of the President or an Executive Vice President or a Vice President, and of the Secretary or an Assistant Secretary or of the Treasurer or an Assistant Treasurer, the seal of the corporation, and such recitals as may be required by law. The preferred or common stock certificates in any class or classes shall be issued in numerical order, and a full record of the issuances of each such certificate shall be made in the books usually kept for that purpose or required by law. The certificates for preferred stock and common stock shall be of such form and design as the Board of Directors may adopt and the form and design thereof may from time to time be changed by the Board.

SECTION 2. *Transfers.* All shares of stock may be transferred on the proper books of the corporation by the registered holders thereof or by their attorneys legally constituted or their legal representatives by surrender of the certificates therefor for cancellation and a written assignment of the shares evidenced thereby. The Board of Directors may from time to time appoint such Transfer Agents and Registrars of stock as it may deem advisable and may define their powers and duties. There shall, however, always be a Transfer Agent which shall be a trust company or national bank with an office in the Borough of Manhattan, City and State of New York.

SECTION 3. *Record Date of Stockholders.* A day not less than twenty (20) days nor more than fifty (50) days prior to the date of any annual or special meeting of the stockholders shall be the record date for determining the stockholders who shall be entitled to vote at any such meeting of the stockholders, and only stockholders of record on such record date shall be entitled to vote at any such meeting.

The Board of Directors shall in all other cases fix such date as shall be deemed advisable as the record date for the determination of the stockholders who shall be entitled to dividends or for any other purpose.

SECTION 4. *List of Stockholders.* It shall be the duty of the Secretary or an Assistant Secretary of the corporation to prepare, at least ten (10) days before every election of directors, a true, full and complete list of all the stockholders of the corporation entitled to vote at the ensuing election, with the residence of each, and with the number of shares held by each, which list shall be arranged in alphabetical order and shall at all times during the usual hours of business be open to the examination of any stockholder.

SECTION 5. *Dividends.* If any date appointed for the payment of any dividend, or fixed for determining the stockholders of record to whom the same is payable, shall in any year fall upon a Sunday or legal holiday, then such dividend shall be payable or such stockholders of record shall be determined on the next succeeding day not a Sunday or legal holiday.

SECTION 6. *Lost Certificates.* Any person or persons applying for a certificate of stock to be issued in lieu of one alleged to be lost or destroyed shall, pursuant to the laws of the State of New Jersey relating to lost or destroyed certificates of stock, furnish to the corporation such information as the Board of Directors may require to ascertain whether a certificate of stock has been lost or destroyed.

ARTICLE XVI

Seal

SECTION 1. The Seal of the corporation shall be circular in form, and shall have inscribed thereon the following words and figures: "Sun Oil Company, Incorporated 1901. New Jersey."

ARTICLE XVII

Amendments

SECTION 1. These by-laws may be altered or amended at any annual meeting of stockholders, or at any special meeting called for that purpose, by a majority vote of all outstanding shares of stock having voting power; or at any meeting of the Board of Directors, by a majority vote of the directors.

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CONSENT TO EXTENSION OF TIME IN WHICH TO CONSUMMATE MERGER

THIS CONSENT To Extension Of Time In Which To Consummate Merger dated June 20, 1968 is made by and between SUN OIL COMPANY, a New Jersey corporation ("Sun"), and SUNRAY DX OIL COMPANY, a Delaware corporation ("Sunray").

1. Sun and Sunray are parties to a Joint Agreement and Plan of Merger dated February 20, 1968 (the "Agreement"), Section 10.2 whereof provides that in the event the merger of Sunray into Sun is not consummated on or before July 1, 1968, the Agreement shall terminate unless the Boards of Directors of Sun and Sunray shall have agreed upon an extension of time in which to consummate the merger.

2. On June 20, 1968 Sun and Sunray, by affirmative vote of a majority of their duly constituted Boards of Directors at separate meetings duly called for that purpose, agreed to extend until August 1, 1968 the time in which the merger contemplated by the Agreement may be consummated.

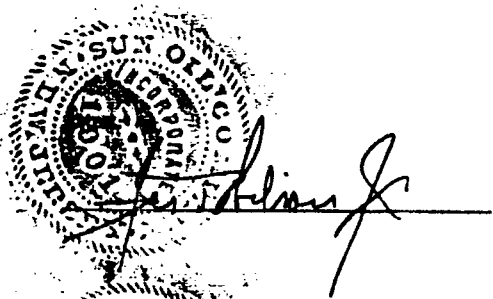
3. In the event that the merger of Sunray into Sun is not consummated pursuant to the Agreement and to this Consent on or before August 1, 1968, the Agreement shall terminate in accordance with Section 10.4 thereof unless the Boards of Directors of Sun and Sunray shall have agreed upon a further extension of time in which to consummate the merger.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and have caused their corporate seals to be affixed hereto all as of the day and year first above written.

SUN OIL COMPANY

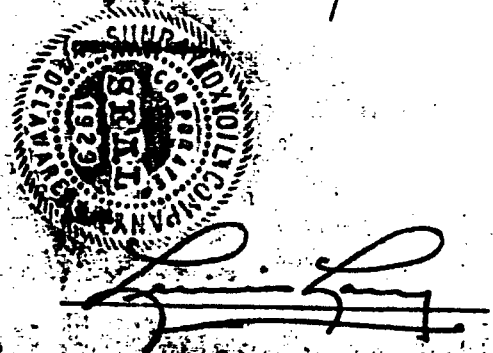
(CORPORATE SEAL)

By Robert B. Dunlop



SUNRAY DX OIL COMPANY

By Paul E. Ziegler



CONSENT TO FURTHER EXTENSION OF TIME IN WHICH TO CONSUMMATE MERGER

THIS CONSENT To Further Extension Of Time In Which To Consummate Merger dated July 25, 1968 is made by and between SUN OIL COMPANY, a New Jersey corporation ("Sun"), and SUNRAY DX OIL COMPANY, a Delaware corporation ("Sunray").

1. Sun and Sunray are parties to a Joint Agreement and Plan of Merger dated February 20, 1968 (the "Agreement"), Section 10.3 whereof provides that in the event the merger of Sunray into Sun is not consummated on or before July 1, 1968, the Agreement shall terminate unless the Boards of Directors of Sun and Sunray shall have agreed upon an extension of time in which to consummate the merger.

2. On June 30, 1968 Sun and Sunray, by affirmative vote of a majority of their duly constituted Boards of Directors at separate meetings duly called for that purpose, agreed to extend until August 1, 1968 the time in which the merger contemplated by the Agreement may be consummated.

3. On July 16, 1968 and July 25, 1968, respectively, Sun and Sunray, by affirmative vote of a majority of their duly constituted Boards of Directors at separate meetings duly called for that purpose, agreed to extend further to September 1, 1968, the time in which the merger contemplated by the Agreement may be consummated.

4. In the event that the merger of Sunray into Sun is not consummated pursuant to the Agreement and to this Consent on or before September 1, 1968, the Agreement shall terminate in accordance with Section 10.4 thereof unless the Boards of Directors of Sun and Sunray shall have agreed upon a further extension of time in which to consummate the merger.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and have caused their corporate seals to be affixed hereto all as of the day and year first above written.

SUN OIL COMPANY

By Robert E. Dunlop

SUNRAY DX OIL COMPANY

By Paul H. Zuciferno

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 18th day of July, 1968, before me, a Notary Public, in and for such County, personally appeared Robert G. Dunlop and Jon T. Wilson, Jr., who being first duly sworn said that they are respectively the President and Secretary of Sun Oil Company, a New Jersey corporation, and that the foregoing instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors and they acknowledge that such instrument is the respective act, deed and agreement of such corporation and that the facts stated therein are true.

Philip E. Kepp
Notary Public

Notary Public, Philadelphia, Pennsylvania
My Commission Expires April 20, 1970

My Commission Expires:

STATE OF OKLAHOMA
COUNTY OF TULSA

On this 25th day of July, 1968, before me, a Notary Public, in and for such County, personally appeared Paul E. Taliaferro and Lewis Lacy, who being first duly sworn said that they are respectively the Chairman of the Board and Secretary of Sunray DX Oil Company, a Delaware corporation, and that the foregoing instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors and they acknowledge that such instrument is the respective act, deed and agreement of such corporation and that the facts stated therein are true.

Sandy McKee
Notary Public

My Commission Expires:

August 30, 1970



CONSENT TO FURTHER EXTENSION OF TIME IN WHICH TO CONSUMMATE MERGER

THIS CONSENT to Further Extension Of Time In Which To Consummate Merger dated September 30, 1968 is made by and between SUN OIL COMPANY, a New Jersey corporation ("Sun"), and SUNRAY DX OIL COMPANY, a Delaware corporation ("Sunray").

1. Sun and Sunray are parties to a Joint Agreement and Plan of Merger dated February 20, 1968 (the "Agreement"), Section 10.3 whereof provides that in the event the merger of Sunray into Sun is not consummated on or before July 1, 1968, the Agreement shall terminate unless the Boards of Directors of Sun and Sunray shall have agreed upon an extension of time in which to consummate the merger.

2. On June 20, 1968 Sun and Sunray, by affirmative vote of a majority of their duly constituted Boards of Directors at separate meetings duly called for that purpose, agreed to extend until August 1, 1968, the time in which the merger contemplated by the Agreement may be consummated.

3. On July 16, 1968 and July 25, 1968, respectively, Sun and Sunray, by affirmative vote of a majority of their duly constituted Boards of Directors at separate meetings duly called for that purpose, agreed to extend further to September 1, 1968, the time in which the merger contemplated by the Agreement may be consummated.

4. On August 20, 1968 and August 26, 1968, respectively, Sun and Sunray, by affirmative vote of a majority of their duly constituted Boards of Directors at separate meetings duly called for that purpose, agreed to extend further to October 1, 1968, the time in which the merger contemplated by the Agreement may be consummated.

5. On September 27, 1968 and September 30, 1968, respectively, Sun and Sunray, by affirmative vote of a majority of their duly constituted Boards of Directors at separate meetings duly called for that purpose, agreed to extend further to November 1, 1968, the time in which the merger contemplated by the Agreement may be consummated.

6. In the event that the merger of Sunray into Sun is not consummated pursuant to the Agreement and to this Consent on or before November 1, 1968, the Agreement shall terminate in accordance with Section 10.4 thereof unless the Boards of Directors of Sun and Sunray shall have agreed upon a further extension of time in which to consummate the merger.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and have caused their corporate seals to be affixed hereto all as of the day and year first above written.

SUN OIL COMPANY

By

Robert B. Dunlop

SUNRAY DX OIL COMPANY

By

Paul H. Falingero



COMMONWEALTH OF PENNSYLVANIA } ss.
COUNTY OF PHILADELPHIA

On this 27th day of September, 1968, before me, a Notary Public, in and for such County, personally appeared Robert G. Dunlop and Jon. T. Wilson, Jr., who being first duly sworn said that they are respectively the President and Secretary of Sun Oil Company, a New Jersey corporation, and that the foregoing instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors and they acknowledge that such instrument is the respective act, deed and agreement of such corporation and that the facts stated therein are true.

Richard P. Littleton

Notary Public

My Commission Expires: February 1, 1971



STATE OF OKLAHOMA } ss.
COUNTY OF TULSA

On this 30th day of September, 1968, before me, a Notary Public, in and for such County, personally appeared Paul E. Taliaferro and Lewis Lacy, who being first duly sworn said that they are respectively the Chairman of the Board and Secretary of Sunray DX Oil Company, a Delaware corporation, and that the foregoing instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors and they acknowledge that such instrument is the respective act, deed and agreement of such corporation and that the facts stated therein are true.

Dorothy McLean

Notary Public

My Commission Expires:

My Commission Expires
August 30, 1970



CONSENT TO FURTHER EXTENSION OF TIME IN WHICH TO CONSUMMATE MERGER

THIS CONSENT To Further Extension Of Time In Which To Consummate Merger dated August 24, 1968 is made by and between SUN OIL COMPANY, a New Jersey corporation ("Sun"), and SUNRAY DX OIL COMPANY, a Delaware corporation ("Sunray").

1. Sun and Sunray are parties to a Joint Agreement and Plan of Merger dated February 20, 1968 (the "Agreement"), Section 10.3 whereof provides that in the event the merger of Sunray into Sun is not consummated on or before July 1, 1968, the Agreement shall terminate unless the Boards of Directors of Sun and Sunray shall have agreed upon an extension of time in which to consummate the merger.

2. On June 20, 1968 Sun and Sunray, by affirmative vote of a majority of their duly constituted Boards of Directors at separate meetings duly called for that purpose, agreed to extend until August 1, 1968 the time in which the merger contemplated by the Agreement may be consummated.

3. On July 16, 1968 and July 25, 1968, respectively, Sun and Sunray, by affirmative vote of a majority of their duly constituted Boards of Directors at separate meetings duly called for that purpose, agreed to extend further to September 1, 1968, the time in which the merger contemplated by the Agreement may be consummated.

4. On August 20, 1968 and August 26, 1968, respectively, Sun and Sunray, by affirmative vote of a majority of their duly constituted Boards of Directors at separate meetings duly called for that purpose, agreed to extend further to October 1, 1968, the time in which the merger contemplated by the Agreement may be consummated.

5. In the event that the merger of Sunray into Sun is not consummated pursuant to the Agreement and to this Consent on or before October 1, 1968, the Agreement shall terminate in accordance with Section 10.4 thereof unless the Boards of Directors of Sun and Sunray shall have agreed upon a further extension of time in which to consummate the merger.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and have caused their corporate seals to be affixed hereto all as of the day and year first above written.

SUN OIL COMPANY

By

Robert B. Dunlop

SUNRAY DX OIL COMPANY

By

Paul E. Fainberg



James H. Anderson
(CORPORATE SEAL)



[Signature]

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA } ss.

On this 28th day of August, 1968, before me, a Notary Public, in and for such County, personally appeared Robert G. Dunlop and Jon T. Wilson, Jr., who being first duly sworn said that they are respectively the President and Secretary of Sun Oil Company, a New Jersey corporation, and that the foregoing instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors and they acknowledge that such instrument is the respective act, deed and agreement of such corporation and that the facts stated therein are true.

Richard D. Littleton
Notary Public

My Commission Expires: February 1, 1971



STATE OF OKLAHOMA } ss.
COUNTY OF TULSA

On this 29th day of August, 1968, before me, a Notary Public, in and for such County, personally appeared Paul E. Taliaferro and Lewis Lacy, who being first duly sworn said that they are respectively the Chairman of the Board and Secretary of Sunray DX Oil Company, a Delaware corporation, and that the foregoing instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors and they acknowledge that such instrument is the respective act, deed and agreement of such corporation and that the facts stated therein are true.

Joseph M. Lee
Notary Public

My Commission Expires:

August 30, 1970

